

SHOW YOUR EARS SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.

A PURCHASE OR PAYMENT WILL NOT IMPROVE ONE'S CHANCES OF WINNING.

MANY WILL ENTER. FEW WILL WIN.

1. SPONSOR: Disney Online, 1200 Grand Central Avenue, Glendale, California 91201, is solely responsible for all aspects of this Sweepstakes ("Sweepstakes").

2. ADMINISTRATOR: Ventura Associates International LLC, 60 East 42nd Street, New York, NY 10165, an independent judging organization whose decisions are final and binding with respect to this Sweepstakes.

3. ENTRY: During the period beginning at 12:00 P.M. (noon), November 21, 2013, and ending at 11:59:59 P.M., December 20, 2013 ("Entry Period"), you may enter this Sweepstakes in one of two (2) ways. For purposes of these Official Rules ("Rules"), all times and days are Pacific Standard Time.

(A) Online Entry: As a registered member ("Member") of Disney.com, you may enter by visiting www.Disney.com/ShowYourEars ("Website"), logging in with your Member Name and Password and following the "How to Enter" instructions, including uploading a picture ("Photo") of yourself in a Mickey, Minnie or Oswald ear hat ("Ear Hat"), and clicking on the "submit" button ("Online Entry" and also referred to as "Submission"). Photo must **[1]** be less than 10MB in file size; **[2]** be in jpg or png format; **[3]** contain only one (1) person, and **[4]** if a minor ("Minor"), as defined by his or her primary residence (see details in Rule #4 below), is depicted in the Photo, the person submitting the entry must be parent/legal guardian ("Parent") (or have Parent's permission). Each Photo received in accordance with these Official Rules that complies with all requirements of these Official Rules, will constitute an entry into the Sweepstakes described below. **Photos will not be judged.**

To obtain an Ear Hat, you can **(a)** use an Ear Hat you have at home, **(b)** make your own Ear Hat by using one of the four (4) options (in PDF format) on the Website, or **(c)** download the Disney Memories HD application ("Memories App") and use the Memories App to place digital ears on a photo of yourself, then save

that image to your camera roll and upload the Photo via the Website (Disney.com/ShowYourEars), The Memories App can be found at the Website (Disney.com/ShowYourEars) and is also available for free download at the App Store and Google Play. If you are not a Member, you may become a Member for free by visiting the Website and registering by providing the requested information on the Registration Form through the link on the site: "Not registered?" After registering, you may enter the Sweepstakes by following the above instructions. Parent of a child under the age of 13 will be sent an email notifying him/her of the child's registration and Online Entry into this Sweepstakes. No response by the Parent to the email is required for the child to enter: however, if the Parent does not want his/her child to enter, Parent may click on a link in the email and complete the steps required to cancel the child's Online Entry and delete the child's information. Normal Internet access and usage charges imposed by your on-line service will apply. It is your sole responsibility to notify the Sponsor of a change in your or your Parent's email address ("Address"). To do so, go to <http://register.go.com/go/memberservices/home>, log into your Website account with your Member Name and Password, click on "Modify" and follow the instructions on how to change the Address.

(B) Mail Entry: If you don't have any Mickey, Minnie or Oswald Ear Hats and/or if you are unable to use any of the other methods outlined above to obtain an Ear Hat, you can visit the Website during the Entry Period in order to obtain a printable entry form ("Printable Entry Form") or you may hand print your full name, street address, city, state and zip code (no P.O. Boxes), home phone number, birth date on a 3" x 5" card ("Card"). Insert either Printable Entry Form or Card (referred collectively as "Mail Entry") inside a hand-addressed, stamped business size (#10) envelope, and mail to: Show Your Ears Sweepstakes, c/o Ventura Associates International, 60 East 42nd Street, Dept. VP, Suite 650, NYC, NY 10165. All Mail Entries must be postmarked by December 20, 2013 and received by December 27, 2013.

NOTE: If you are under thirteen (13) years old, your Parent must sign the Mail Entry.

"Entry" shall mean and refer to each Online and Mail Entry.

4. LIMITATIONS: Entries are limited to one (1) Entry per person/email address ("Address") per day regardless of method of Entry or whether one person has more than one Address or more than one person use the same Address. If you attempt or are suspected of attempting (in the sole discretion of Sponsor) to circumvent this limitation by any means, including but not limited to establishing multiple email accounts, you may be disqualified from the Sweepstakes. In the event of a dispute regarding the identity of the person submitting an Online Entry, the Entry will be

deemed to be submitted by the person in whose name the Address is registered. Entries by any method other than set forth above in Section 3 are void. Any use of automated or programmed methods of effecting Entry is prohibited.

To be eligible for this Sweepstakes, at the time of entering you: **[1]** must be a legal resident of, and physically residing in one of the fifty (50) United States, District of Columbia or Canada (excluding Quebec) ("Territory"); **[2]** must be a Member of Disney.com (individually, "Member") if you enter using the Online Entry method; **[3]** must not be an employee of Sponsor or Administrator; their respective parent, subsidiary or affiliated companies; or the advertising, promotional or fulfillment agencies of any of them (individually and collectively, "Entities"); nor members of their households or immediate families (defined as parents, children, siblings, step-parents, step-children, step-siblings and their spouses), and **[4]** must be willing to have your Entry published in the Gallery of the Website or otherwise distributed, in connection with, or to promote, the Sweepstakes and/or Website. Not all Entries will be published in the Gallery.

All ages are welcome to enter, but if you are a Minor as defined by your state of residence, please get your Parent's permission to enter, and please refer to Section 6 of the Rules if you are under 13 years of age for information about the registration and entry process. You are considered a Minor if you are younger than 19 years of age and your state of primary residence is Nebraska, Alabama or Delaware. You are considered a Minor if you are younger than 21 years of age and your state of primary residence is Mississippi. You are considered a Minor if you are younger than 18 years of age and your state of primary residence is any of the remaining states. Instructions on how to register and upload your Submission are described below in Section 6. Registering and uploading your Submission are both free of charge. Void where prohibited and subject to all applicable federal, state, local and municipal laws and regulations.

Neither the Entities, nor any of their officers, directors, shareholders, employees, agents or representatives (individually and collectively, "Releasees") are responsible for Entries from persons residing, or physically located, outside the Territory; Entries that are altered, delayed, deleted, destroyed, forged, fraudulent, improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, late, lost, misrouted, multiple, non-delivered, stolen, tampered with, unauthorized, unintelligible or otherwise not in compliance with these Rules; or for lost, interrupted or unavailable network, server, Internet Service Provider, Website or other connections; telephone availability or accessibility; miscommunications; failed computer, satellite, telephone or cable transmissions, lines or technical failure; failed phone, computer hardware or software, failures, technical errors or difficulties; telephone transmissions; technical failures; unauthorized human intervention; traffic congestion; garbled or jumbled transmissions; undeliverable emails resulting from any form of active or passive email filtering; insufficient space in entrant's email account to receive email; or other errors of any

kind, whether due to electronic, human, mechanical, printing, production or technical errors or other causes; even if caused by the negligence of any of the Releasees. Each of such potential Entries will be disqualified and any attempt by a person to use multiple email accounts to register more Entries than allowed by these Rules may result in disqualification at Administrator's sole discretion. Void in Quebec and wherever else prohibited and subject to all applicable federal, state, provincial, territorial, local and municipal laws and regulations.

5. HOW TO CREATE A SUBMISSION: Sponsor will post instructions ("Instructions") on the Website for you to follow in the creation of your Submission should you elect to use the Online Entry method to enter the Sweepstakes. The specifications for the Submission are listed above in Rule #3. Any Submission that fails to meet Sponsor's specifications may be disqualified. All Submissions must be received during the Entry Period. Any Submission received after the Entry Period will be disqualified. Proof of submitting a Submission does not constitute proof of receipt or entry into the Sweepstake. The Sponsor will post "Do's and Don'ts on the Website, however, they are also stated below.

DO's & DON'Ts

Do's

Do get your parent's permission if you are a Minor. Any entrant who is a Minor must get permission from a parent, before entering.

Do protect your privacy. Please do not include your name or that of anyone else's in your Submission.

Have fun!

Do be careful. Take caution when creating your Submission.

Don'ts

Don't show any prominent brands or logos. That means no prominent use of brands on your clothes, sneakers, in the background, or anywhere. Don't wear clothes with visible logos.

Don't include anyone else besides yourself in your Submission. Please do not have friends or family in the Photo.

Don't include any illegal, criminal or profane activity/words in your

Submission. Avoid bad language, rude gestures, and other inappropriate stuff (including but not limited to abuse, stalking or fraud) and for your safety, **don't try any risky moves.**

If your Photo was taken inside of a Disney Park, in addition to the Do's and Don'ts above please adhere to the Photo guidelines below:

Attraction Safety

- No part of a guest's body may be outside the vehicle area
 - o No images of a guest riding with arms raised (i.e. on a rollercoaster) can be included.
 - o Guest cannot be visibly turned around in their seat to film while on the attraction
 - o Guest should be facing forward, safety belt/bar securely in place, no extreme leaning out of the vehicle, etc.
- Guest on attractions must be following all height restrictions

ADA Capabilities

- Don't show use of unapproved methods of accommodating disabilities.

6. HOW TO SUBMIT A SUBMISSION: Once you have created your Submission, you will be instructed on the Website how to upload your Submission. If you are 13 or older, you will be agreeing to the TOU of the Website and to these Rules. Furthermore, you grant Sponsor permission to email your email address regarding the possible use in any media of any Submission submitted by you. Thereafter, an email will be sent to you which will confirm the receipt of your Submission, your Address, your agreement to the TOU for the Website and to these Rules and that any Photos uploaded may be posted anywhere online or offline, and in any medium (including e.g., You Tube). If you are younger than 13, an email will then be sent to your Parent's Address, which will instruct your Parent to click the link in the email to validate your Parent's Address, agree to the Terms of Use for the Website and to these Rules on behalf of himself/herself and on your behalf, and grants Sponsor permission to email your Parent's email address regarding the possible use in any media of any Submission submitted by you. If your Parent does not take these steps, your Submission cannot be entered into the Sweepstakes. Once your parent, takes these steps, your Submission will be moderated for possible inclusion to be posted on the Website. If your Submission passes moderation and is chosen for possible inclusion on the Website, your Parent will receive an additional email to provide high-level verifiable consent to display the Photo on our Website or elsewhere as required by the Children's Online Privacy Protection Act. Your parent can provide this consent by clicking on the PayPal link in the email, signing into their PayPal

account or creating a PayPal account if they do not have one, and completing a nominal PayPal transaction of one cent (\$.01). If this step is not taken, your Submission will not be eligible to be posted on the Website or elsewhere, but it will still be eligible to be entered into the Sweepstakes.

7. ENTRY REQUIREMENTS: All Submissions must meet the following requirements and specifications to be eligible:

- a. The Submission must be authorized. This means that you must have the legal right and any and all permissions necessary to submit the Submission into the Sweepstakes. By submitting the Submission, you hereby represent that you have all rights necessary to distribute the Submission through the Website and to grant to Sponsor the rights set forth below.
- b. The Submission must be your original work, and, must not infringe the copyright, trademark, privacy, publicity or other intellectual property rights of any person or entity.
- c. The Submission must meet all specifications set forth by Sponsor on the Website.
- d. The Submission must not, in the sole discretion of Sponsor, contain any sexually explicit, disparaging, defamatory, libelous, obscene or other inappropriate content.
- e. The Submission must not violate these Rules or any of the TOU.
- f. You represent and warrant that: (i) you are the sole and exclusive creator and owner of the Submission, and all rights thereto; (ii) you have the full and exclusive right, power and authority to submit the Submission to Sponsor upon the terms and conditions set forth herein; (iii) no part of the Submission has been published; (iv) no rights in the Submission have previously been granted to any person, firm, corporation or other entity or otherwise exercised or exploited; (v) the full use of the Submission or any part thereof will not in any way violate or infringe upon any copyright (statutory or otherwise), constitute a libel or defamation of or an invasion of the rights of privacy or publicity of, or otherwise violate or infringe upon any other personal, property or other rights of any person, firm, corporation or other entity or subject Sponsor to any costs or liability of any kind or nature whatsoever.

8. PRIZES: ONE (1) GRAND PRIZE: All prize values are in United States Dollars. Winner's choice of one of the two following trips:

Walt Disney World® Resort

[1] a five (5) day / four (4) night trip for winner ("Grand Prize Winner") and up to three (3) guests (individually, "Guest" and the Guests and Grand Prize Winner shall be referred to collectively as the "Group") to **Walt Disney World® Resort** near Orlando, Florida ("City 1") on dates selected by the prize supplier, Disney Destinations, LLC ("Disney") consisting of the following elements for the Group: **[a]** hotel accommodations (one (1) standard room/quad occupancy, including room tax) for four (4) consecutive nights at a *Walt Disney World® Resort* hotel selected by Disney in its sole discretion; **[b]** up to four (4) 5-Day *Magic Your Way* Tickets with *Park Hopper®* Option; **[c]** a Disney Gift Card with a value of five hundred dollars (US\$500), **[d]** products from *Disney PhotoPass™* service as chosen by Disney (value of US\$300); **[e]** if Grand Prize Winner's residence is located more than two hundred fifty (250) miles from City 1, round-trip coach air transportation on a Disney-selected carrier between a Disney-selected major metropolitan airport near Grand Prize Winner's residence ("airport of origin") and Orlando International Airport; but if Grand Prize Winner's residence is located two hundred fifty (250) miles or less from City 1, then round-trip ground transportation via a Disney-selected method between Grand Prize Winner's residence and the hotel, and **[f]** airport/hotel transfers if air transportation is provided ("Trip 1" or "Trip"). Approximate Retail Value ("ARV"): **US\$5,785**, which will vary depending upon point of departure and seasonal fluctuation of hotel rates and airfares,

OR

Disneyland® Resort

[2] a five (5) day / four (4) night trip for the Group to the **Disneyland® Resort** in Anaheim, California ("City 2") on Disney-selected dates, consisting of the following elements for the Group: **[a]** hotel accommodations (one standard room/quad occupancy, including room tax) for four (4) consecutive nights at a *Disneyland® Resort* hotel or *Disneyland® Resort* area hotel as selected by Disney in its sole discretion; **[b]** up to four (4) 5-Day *Disneyland® Resort Park Hopper®* tickets (subject to restrictions); **[c]** a Disney Gift Card with a value of five hundred dollars (US\$500); **[d]** products from *Disney PhotoPass™* service as chosen by Sponsor (value up to US\$300); **[e]** if Grand Prize Winner's residence is located more than two hundred fifty (250) miles from City 2, round-trip coach air transportation (with possible layovers) between a Disney-selected major metropolitan airport near Grand Prize Winner's residence ("airport of origin") and a Disney-selected major airport in or near City 2; but if Grand Prize Winner's residence is located two hundred fifty (250) miles or less from City 2, round-trip ground transportation via a Disney-selected method between Grand Prize Winner's residence and the hotel, and **[f]** airport/hotel transfers if air transportation is provided ("Trip 2" or "Trip"). ARV: **US\$5,268**, which will vary depending upon points of departure and destination and seasonal fluctuation of hotel rates and airfares.

FIVE (5) RUNNER UP PRIZES: One (1) Disney Store shop card. ARV: US\$100.

Total ARV of all Prizes: **US\$6,285.**

Limit one (1) prize per person per Address. All expenses not specifically mentioned herein are not included and are solely the winner's responsibility, and for the Grand Prize Winner, including but not limited to: round trip transportation between the Grand Prize Winner's residence and any airport of origin, alcoholic beverages, fax, food, gratuities and tips, insurance, laundry service, merchandise, parking, room service, service charges, souvenirs and telephone calls. All terms and conditions of the Disney Gift Card and the Disney Store shop card are applicable.

IMPORTANT NOTE FOR WINNERS FROM CANADA: Please note that the Disney Store shop card prizes are only acceptable online at www.disneystore.com. They are not valid at the physical Disney Store locations outside the US. Travel, lodging and prize elements are subject to availability, certain restrictions, blackout dates and Disney's approval. Airline carrier and hotel regulations and conditions apply. Grand Prize Winner must take Trip on Disney's selected dates between January 1, 2014 and December 20, 2014, or prize will be forfeited in its entirety and, at Sponsor's discretion, awarded to an alternate winner at Sponsor's sole discretion. Blockout dates may apply. Travel must be made through Disney's agent and Disney shall determine airline and flight itinerary in its sole discretion. Once the travel schedule has been arranged, it cannot be altered and failure of winner to follow such schedule shall not obligate Disney or Sponsor in any way to provide the winner with alternate arrangements. Releasees are not responsible for airline cancellations or delays. If the actual value of a prize is less than the stated ARV, the difference will not be awarded. Any depiction of any prize, in advertising or otherwise, is for illustrative purposes only. Prizes are not redeemable for cash or transferable, except in the case of the Grand Prize which can be transferred to a surviving spouse residing in the same household. No substitution allowed except, at Sponsor's sole discretion, a prize of equal or greater value may be substituted. Neither Disney nor Sponsor will replace any lost, mutilated or stolen tickets, travel vouchers or certificates. Prize elements may not be separated. Airline tickets issued in conjunction with a prize are not eligible for frequent flyer miles, and no code share flights may be used. Prizes cannot be used in conjunction with any other promotion or offer. If the Grand Prize Winner chooses to bring less than three (3) guests on the Trip, the Trip will be awarded in increments suitable for the actual number of travelers with no substitute prize or compensation being provided to the winner. Prizes will be awarded provided a sufficient number of eligible Entries are received and prizes are validly claimed by February 28, 2014, after which no alternate winners will be selected, nor unclaimed prizes awarded.

9. PROCEDURES: All Entries must be received during the Entry Period. On or about, December 30, 2013 in a random drawing conducted by the Administrator, the potential

winners will be selected from among all eligible Entries received. The decision of the Administrator shall be final and binding. Odds of winning depend on the total number of eligible Entries received.

10. WINNERS: On or about December 31, 2013, the potential prize winners will be notified via email or phone, as appropriate, to obtain their mailing addresses as well as any additional required information or responses. Once a mailing address is available, the potential winners will be sent paperwork either by email or by overnight delivery service. All legal responsibilities of a Minor under the Rules will be assumed by a Parent; and a Minor winner's prize will be awarded in the name of the Parent for the benefit of the Minor. At the sole discretion of the Administrator, disqualification, forfeiture and the selection of an alternate winner may result from any of the following: **[1]** a potential winner's failure to respond to notification within 4 business days after transmission; **[2]** the return of an email notification as undeliverable after three (3) attempts; **[3]** the return of any other notice or a prize as undeliverable; **[4]** a potential winner's failure to provide Sponsor with satisfactory proof of age, identity, residency and consent of Minor's Parent; **[5]** a potential winner's failure to provide Administrator with satisfactory proof that he/she (or Parent) is the authorized account holder of the Address associated with a winning Entry; **[6]** a potential winner's failure to provide required additional information upon Sponsor's request; **[7]** a potential winner's failure to execute and return an Affidavit of Eligibility/Liability/Publicity Release within five (5) business days after its mailing; **[8]** a potential Grand Prize Winner's failure to be available to complete Trip on Disney-selected dates between January 1, 2014 and December 20, 2014; **[9]** a potential winner's failure to validly claim a prize by February 28, 2014, and **[10]** any other non-compliance with Rules. In the event of a prize forfeiture, the Administrator may, in its sole discretion, award or not award the forfeited prize to an alternate winner. The Group must travel together on the same itinerary and members of the Group are solely responsible for obtaining any and all necessary travel documents (i.e. valid photo I.D, etc.) before departure. All Guests will be required to execute a Release of Liability prior to ticketing. Anyone in the Group who is a Minor must be accompanied on the Trip by his/her Parent as one of the Guests, who must sign and return all required documentation. Minors must be accompanied at all times during Trip (including, but not limited to, in-flight, and all prize-related events) by his/her Parent. Each Canadian resident who is a potential winner will be required to answer correctly a mathematical skill testing question without assistance of any kind whether mechanical or otherwise to be declared a winner and be eligible to collect a prize. All taxes are solely the responsibility of each winner, who (except for any Canadian) will receive an IRS Form 1099 reflecting the value of his/her prize. Runner up prizes will be delivered to winners within 6-8 weeks from receipt of any required paperwork.

11. PRIVACY POLICY/DATA COLLECTION: Information provided by you for this is subject to Sponsor's privacy policy located at <http://corporate.disney.go.com/corporate/pp.html> ("Privacy Policy").

12. SPONSOR'S RIGHT TO DISQUALIFY: Sponsor reserves the right in its sole discretion to disqualify and remove any Submission at any time for any reason, including but not limited to, Sponsor's belief that the Submission potentially or actually infringes upon the copyrights, or other rights of any third party, or otherwise does not comply with the TOU or these Rules. In the event that a Winner is disqualified, the prize will be forfeited and may or may not, at Sponsor's sole discretion, be awarded to an alternate Winner selected from among the remaining eligible Submissions.

13. CONDITIONS: By entering this Sweepstakes and/or accepting any prize you may win, you agree that: **[1]** you have all rights, permissions and consents necessary to grant the rights to Sponsor as expressed herein; **[2]** you will abide by and be bound by the Rules and the Administrator and Sponsor's decisions, Privacy Policy and Terms of Use; **[3]** the Entry becomes solely the Sponsor's property and will not be acknowledged or returned; **[4]** you release and hold harmless the Releasees 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 the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of any prize; participation in this or any -related activity or travel or from any interaction with, or downloading of, computer information; **[5]** 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), and the Releasees do not make any representation, warranty or guarantee, express or implied, relating to this Sweepstakes or prizes; **[6]** 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, 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; **[7]** in the event viruses, bugs, unauthorized human intervention, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism or other matters beyond the Administrator's reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of this Sweepstakes, so that they cannot be conducted as originally planned, except where prohibited by law, Administrator has the right, in its sole discretion, to modify the Rules or to cancel, modify, terminate or suspend this Sweepstakes; and in such event, to select winners by such method as Administrator in its sole discretion shall consider equitable and in the event a Trip has already commenced, to terminate the Trip and return the Group to any airport of origin as soon as reasonably possible; **[8]** the Releasees are not responsible for typographical or other errors in the offer or administration of this Sweepstakes, including but not limited to: errors in the advertising, Rules, selection and announcement of the winners and distribution of the prizes; **[9]** any portion of any prize not accepted or used by a winner will be forfeited;

[10] the Releasees are not responsible for any inability of any winner to accept or use the prize (or any portion thereof) for any reason; **[11]** the Sponsor and Administrator have the right, at any time and at its sole discretion, to disqualify any individual it suspects to be doing any of the following: **(a)** tampering or attempting to tamper with the entry process or the operation of this or the Website; **(b)** violating the Rules; **(c)** violating the terms of service, privacy policy or other terms, conditions of use and/or general rules or guidelines of any property or service; **(d)** acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or **(e)** for any other good cause as determined solely by the Sponsor and Administrator; **[12]** Sponsor and the Administrator have the right to lock out an entrant whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter the Sweepstakes; **[13]** since any attempt by any individual to damage the Website or undermine the legitimate operation of the or the Website is a violation of these Rules as well as criminal and civil laws, and should Sponsor or Administrator believe or become 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; **[14]** all disputes, claims and causes of action at law or in equity (individually, "Claim") arising out of or relating to the Sweepstakes, the meaning or interpretation of the Rules or any prize awarded shall be resolved by applying the laws of California, without regard to conflict of laws provisions therein, and shall be solely and exclusively brought in the state or federal courts within Orange or Los Angeles County, California; **[15]** all Claims shall be resolved individually, without resort to any form of class action; **[16]** all Claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event include attorneys' fees, and under no circumstances will any entrant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, special, consequential damages and any other damages, other than for actual out-of-pocket expenses and waives all rights to have damages multiplied or otherwise increased; **[17]** Administrator and Sponsor have the right to modify prize award procedures at their sole discretion; **[18]** the Releasees are not responsible for the cancellation, postponement or unavailability of any element of the Trip, and if such occurs, the prize will be substituted with a prize of equal or greater value; **[19]** Grand Prize Winner's acceptance of the prize constitutes the grant of an unconditional right to Sponsor and assigns to photograph, film, or otherwise capture the fulfillment of the prize ("Fulfillment Film"), and Sponsor shall have the unconditional right to reproduce, distribute, display, exhibit, transmit, broadcast, stream, synchronize with visual material, modify, amend, create derivative works, and otherwise use and permit others to use the Fulfillment Film throughout the universe in any and all media now known or hereafter devised, in all languages and in all versions, in perpetuity, without compensation, except where prohibited by law; **[20]** Sponsor's use of the Fulfillment Film will not give rise to any claims of infringement, invasion of privacy, defamation or claims for performance or payment of any kind, including but not limited to payment of re-use fees, residuals or license fees; **[21]** Sponsor shall have the right to make such

changes to the Fulfillment Film and make such uses thereof as it deems necessary or desirable, including but not limited to the right to use, edit, and reproduce and/or alter said Fulfillment Film in perpetuity, in its entirety or in part, for any commercial and promotional purposes worldwide without any consultation or additional permission, or compensation, credit or attribution; **[22]** Sponsor and Administrator have the right to conduct a background check ("Check") of any and all records of the Grand Prize Winner including without limitation, civil and criminal court records and police reports, which he/she, to the extent necessary under law, shall authorize; **[23]** Sponsor and Administrator have the right to conduct a Check of any and all records of the Guests including without limitation, civil and criminal court records and police reports, which he/she, to the extent necessary under law, shall authorize; **[24]** Sponsor and Administrator may take all steps necessary to corroborate any information provided to Sponsor by the Grand Prize Winner and Guests, and he/she will be obligated to provide necessary contacts and information for the Check, **[25]** if any felony or misdemeanor conviction is found, or if there is anything that conflicts with Sponsor's image, Sponsor and Administrator have the right, in their sole discretion, to disqualify the Grand Prize Winner or the Guests from participating in the Trip or portions of the Trip and to pay the Grand Prize Winner, but not the Guests, a cash substitute for the Trip or those portions that are removed; **[26]** a Trip cannot be sold, nor can Grand Prize Winner charge Guests for participating in the Trip; **[27]** in the event of a dispute as to the identity of a winner based on the Address, the winning Submission will be declared made by the Authorized Account Holder of the Address. For purposes of these Rules, "Authorized Account Holder" is defined as the natural person who is assigned to an Address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning Addresses for the domain associated with the submitted Address; **[28]** the Website contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by Sponsor in writing, you agree not to reproduce, exploit, modify, rent, lease, loan, sell, distribute or create derivative works based on the Website, including its interface, in whole or in part and other logos and product and service names that are trademarks of the respective owners (the "Website Marks"). Unless you have written permission, you hereby agree not to display or use in any manner the Website Marks. Notwithstanding the foregoing, you shall have the right to include Website Marks in Submissions created and submitted in accordance with the terms of the Instructions and these Rules solely in connection with your participation in this Sweepstakes; **[29]** you grant to Sponsor and its advertising and promotion agencies, a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable (in whole or part) worldwide: **[a]** right to use the names, likenesses, voices and biographical information, of any person appearing in the Submissions, and the Submissions and any other material submitted in connection with the Sweepstakes, and **[b]** license under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights you own or control to use, reproduce, transmit, display, exhibit, distribute, index, comment on,

modify, create derivative works based upon, perform and otherwise exploit such Submission, in whole or in part, unless prohibited by law. All rights granted to Sponsor in this paragraph shall be in all media formats and channels now known or hereafter devised (including, but not limited to, on Sponsor's Websites, on third party websites, on Sponsor's broadcast and cable networks and stations, on Sponsor's broadband and wireless platforms, products and services, on physical media, and in theatrical release) for any and all purposes including entertainment, news, advertising, promotional, marketing, publicity, trade or commercial purposes, all without further notice to you, with or without attribution, and without the requirement of any permission from or payment to you or to any other person or entity; **[30]** no confidential or fiduciary relationship is established by your submitting the Submission hereunder and nothing in these Rules or as a result of your submitting the Submission shall be deemed to place Sponsor in any different position from anyone else to whom you have not submitted the Submission, and **[31]** Sponsor, Administrator and its third-party vendors engaged to implement this Sweepstakes are authorized to display on the Website in connection with the Sweepstakes and thereafter the Submissions and any public ratings, votes and comments.

14. RULES & WINNERS' LIST: For a copy of the winner's list (after January 31, 2014 and before February 28, 2014) and/or Rules (before December 20, 2013), send a self-addressed, stamped envelope to: Show Your Ears Winners/Rules, c/o Ventura Associates International LLC, Dept. VP, 60 East 42nd Street, Suite 650, New York, NY 10165. A copy of the Rules may also be obtained by printing this web page.