

SELECT YOUR CITY: ADVENTURES BY DISNEY SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.

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

VOID WHERE PROHIBITED.

1. SPONSOR: Disney Online, 1200 Grand Central Avenue, Glendale, CA 91201 (“Sponsor”).

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

3. ENTRY: You may enter this Sweepstakes via the internet during the period beginning at 12:01:00 A.M., May 21, 2014 and ending at 11:59:59 P.M., June 20, 2014 (“Entry Period”). You may enter by visiting <http://Disney.com/SelectYourCity> (“Website”) and following the instructions on the page to fill out and submit the entry form (“Entry”).

For purposes of these Official Rules (“Rules”), all times and days are Pacific Daylight Time. Sponsor’s computer is the official time-keeping device for the Sweepstakes. Normal Internet access and usage charges imposed by your on-line service will apply.

4. LIMITATIONS: All Entries must be received by 11:59:59 P.M., June 20, 2014. Entries are limited to one (1) Entry per person/email address for each day during the Entry Period, whether one person has more than one email address or more than one person uses the same email address. In 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 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.

Open only to persons who, as of Entry, are legal residents of, and physically located within, the 50 United States, D. C. or Canada, excluding Quebec, (collectively, “Territory”) and have reached the age of majority in

their state or province of primary residence. Employees of Sponsor; its parent, subsidiary, affiliated or successor companies, Sweepstakes Administrator, the advertising, promotional or fulfillment agencies of any of them (individually and collectively, "Entities") and the members of their households or immediate families (defined as parent, child, spouse, siblings and the spouses of each) are ineligible to enter. 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, or Entries that are altered, delayed, deleted, destroyed, forged, fraudulent, illegible, 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 or other connections; miscommunications; failed phone, computer hardware or software or 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 accounts to register more than once may result in disqualification at Sponsor's sole discretion. Void in Quebec and wherever else prohibited and/or restricted by law and subject to all applicable federal, state, provincial, territorial, local and municipal laws and regulations.

5. PRIZE: ONE (1) GRAND PRIZE: All prize values are in United States Dollars. The grand prize ("Prize") consists of the following:

Grand Prize winner ("Grand Prize Winner") will have the choice of one (1) of the *Adventures by Disney*® land package vacations as detailed below and available as of May 21, 2014 ("Trip") for Grand Prize Winner and up to three (3) guests ("Group"). Trip consists of the following elements for the Group: [a] participation in a guided group travel experience (the "Group Travel Experience"); [b] services of two (2) Adventure Guides for the Group Travel Experience; [c] transportation within the Trip; [d] services of local experts; [e] on-tour luggage handling; [f] gratuities for bellmen, housekeepers, drivers, activity providers and dining room staff; [g] scheduled meals; [h] entertainment and activities; and [i] travel taxes associated with the Trip. The Group Travel Experience is not a private tour and may be attended by up to forty (40) other travelers. See *Adventures by Disney* website www.adventuresbydisney.com for details on the

aforementioned which vary by land package. Additional restrictions and/or inclusions regarding the Trip may apply.

Eligible Vacation Packages

SAN FRANCISCO

A four (4) day, three (3) night vacation to San Francisco. Accommodations for this tour consist of: three (3) nights at The Fairmont San Francisco Hotel (one standard room/quad occupancy). The tour also includes entertainment and activities (such as a privately guided tour of the Walt Disney Family Museum, a visit to the Silverado Vineyards in Napa and a guided tour of the Bay, at Sponsor's discretion). The originating airport for this tour is SFO. The minimum and recommended ages for this Trip are 4 and 6+, respectively. The approximate retail value of this tour is \$12,996.

NEW YORK

A four (4) day, three (3) night vacation to New York City. Accommodations for this tour consist of three (3) nights at The Manhattan Club (one standard room/quad occupancy). The tour also includes entertainment and activities (such as a private Broadway dance experience and a backstage visit to "Good Morning America", at Sponsor's discretion). The originating airport for this tour is a New York City area airport. The minimum and recommended ages for this Trip are 4 and 6+, respectively. The approximate retail value of this tour is \$13,396.

The Prize also includes four (4) roundtrip coach airfare tickets from a major international commercial airport near Grand Prize Winner's legal residence (as selected by Sponsor) ("Airport of Origin") and the originating point of the selected tour as specified above. No additional layovers, extensions or modifications are included. Actual Prize value depends on the location of the Grand Prize Winner's residence and dates of travel.

Travel must be booked by September 15, 2014 and taken before November 15, 2015 or Prize will be forfeited and Sponsor will have no further obligation to such Grand Prize Winner. *Adventures by Disney* booking, cancellation policies and terms and conditions apply. Any difference between stated value and actual value will not be awarded. Grand Prize Winner is responsible for any transportation not specifically noted in these rules. Group must travel together on the same Trip and must travel from the same Airport of Origin.

All members of the Group will be required to execute and return a Release of Liability prior to participation. Members of the Group are solely responsible for obtaining any and all necessary travel documents (valid photo I.D., credit card, Passport, etc.) before departure and all travelers

must be at least 4 years old at time of travel. Any picture identification requirements associated with air travel are the Grand Prize Winner and travel guest's responsibility. Grand Prize Winner and Grand Prize Winner's travel companion must be eighteen (18) years of age or older, or if any such travel companion is under the age of majority in his or her state or province of residence (a "Minor"), the Grand Prize Winner must be such Minor's parent or legal guardian, or travel with the written permission of such parent or legal guardian in form and substance acceptable to Sponsor in its sole discretion. Minimum ages for travel apply, see tour specifics above for details.

Certain restrictions, as determined by Sponsor, may apply. Sponsor will attempt to accommodate Grand Prize Winner's preferred itinerary, but all specifics thereof will be at Sponsor's discretion. If Grand Prize Winner and guest cannot comply with these restrictions or any other portion of these Rules, the Prize will be forfeited in its entirety and an alternate winner will be chosen. Travel arrangements must be made through Sponsor's agent, on a carrier of Sponsor's choice and Trip must be taken before November 15, 2015. If Grand Prize Winner and guest cannot take Trip before this date as specified in the Rules, the Prize will be forfeited in its entirety and the Prize may be awarded to an alternate winner selected in a random drawing from among all remaining eligible entries. Flight details are subject to availability and airline carrier's regulations and conditions apply. The Trip may not be combined with any other offer and travel may not qualify for frequent flyer miles. Releasees are not responsible for lost or mutilated tickets and none will be replaced. Airline tickets are non-refundable, non-transferable, and are not valid for upgrades. The hotel accommodations and airline tickets will be determined at the sole discretion of Sponsor. If any portion of the Prize is not available for any reason then the Sponsor reserves the right to substitute that portion of the Prize with another Prize of comparable or greater value. All federal, state and local taxes and any other costs and expenses associated with Prize acceptance and use not listed herein as part of the Prize including, but not limited to: activities and ground transportation not expressly included in the Trip, alcoholic beverages, excess luggage fees, gratuities for the two (2) Adventure Guides, customs and immigration fees; passport costs; travel protection insurance, laundry service, merchandise, parking, room service, service charges, souvenirs, spa services and other optional activities, telephone calls and some additional taxes which are not expressly included in the Trip are the sole responsibility of the Grand Prize Winner, who (except for any Canadian) will receive an IRS form 1099 reflecting the value of his/her Prize. Trip components are subject to change without notice. Any depiction of the Prize is for illustrative purposes only and may not reflect actual Prize won.

Prize will be awarded provided a sufficient number of eligible Entries are received, and Prize is validly claimed by August 1, 2014, after which no alternate winners will be selected, nor unclaimed Prize awarded.

6. PROCEDURES: All Entries must be received during the Entry Period. On or about June 25, 2014, in a random drawing conducted by the Administrator, potential Grand Prize Winner 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.

7. WINNER: On or about June 26, 2014, potential Grand Prize Winner will be notified via email, as appropriate, to obtain a mailing address as well as any additional required information or responses. At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate winner (if time permits) may result from any of the following: **[a]** potential Grand Prize Winner's failure to respond to email notification within two (2) business days after transmission; **[b]** the return of an email notification as undeliverable after three (3) attempts; **[c]** the return of any other notification as undeliverable; **[d]** potential Grand Prize Winner's failure to provide Sponsor with satisfactory proof of age, identity and residency; **[e]** potential Grand Prize Winner's failure to provide Administrator with satisfactory proof that he/she is the authorized account holder of the email address associated with the winning Entry; **[f]** potential Grand Prize Winner's failure to provide any required additional information upon Administrator's request; **[g]** potential Grand Prize Winner's failure to execute and return an Affidavit of Eligibility/Liability/Publicity Release within five (5) business days after its mailing; **[h]** Grand Prize Winner's failure to validly claim the Prize by August 1, 2014; **[i]** Grand Prize Winner's failure to book the Trip by September 15, 2014 (subject to change at the sole discretion of Sponsor); **[j]** Grand Prize Winner's failure to take the trip by November 15, 2015 and **[k]** any other non-compliance with Rules. If the potential Grand Prize Winner is a Canadian resident s/he will be required to answer correctly a mathematical skill testing question without assistance of any kind whether mechanical or otherwise to be declared the Grand Prize Winner and be eligible to collect the Prize.

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

9. CONDITIONS: By entering this Sweepstakes and/or accepting any 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 the Rules, the Sponsor's and/or

Administrator's decisions and Privacy Policy; **[c]** the Entry becomes solely the Sponsor's property and will not be acknowledged or returned; **[d]** 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 the Prize; participation in the Sweepstakes or any Sweepstakes-related activity or travel or from any interaction with, or downloading of, computer Sweepstakes information; **[e]** the Prize is 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); **[f]** Grand Prize Winner's acceptance of Prize constitutes the grant to Sponsor and assigns of an unconditional right to use Grand Prize Winner's name, address (city and state only), voice, likeness, photograph, biographical and Prize information and/or statements about the Sweepstakes for any programming, publicity, advertising and promotional purposes without additional compensation, except where prohibited by law; **[g]** 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 Sponsor's reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of the Sweepstakes, so that it cannot be conducted as originally planned, except where prohibited by law, Sponsor has the right, in its sole discretion, to modify the Rules or to cancel, modify, terminate or suspend the Sweepstakes; and in such event, to select Grand Prize Winner by such method as Sponsor in its sole discretion shall consider equitable and in the event the Trip has already commenced, to terminate the Trip and return the Group to any airport of origin as soon as reasonably possible; **[h]** 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 and selection and announcement of the Grand Prize winner; **[i]** any portion of the Prize not accepted or used by Grand Prize Winner will be forfeited; **[j]** the Releasees are not responsible for any inability of the Grand Prize Winner to accept or use the Prize (or any portion thereof) for any reason; **[k]** the 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: **(i)** tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or the Website; **(ii)** violating the Rules; **(iii)** violating the terms of service, Privacy Policy or other terms, conditions of use and/or general rules or guidelines of any Sweepstakes property or service; **(iv)** acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or **(v)** for any other good cause as determined solely by the Sponsor; **[l]** Sponsor

has 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; **[m]** since any attempt by any individual to damage the Website or undermine the legitimate operation of this Sweepstakes or the Website is a violation of these Rules as well as criminal and civil laws, and should Sponsor 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; **[n]** all disputes, claims and causes of action at law or in equity (individually, "Claim") arising out of or relating to this 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 that state; **[o]** all Claims shall be resolved individually, without resort to any form of class action; **[p]** 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; **[q]** Sponsor has the right to modify Prize award procedures at its sole discretion; **[r]** the Releasees are not responsible for the cancellation, postponement or unavailability of the Trip, and if such occurs, the Prize will be substituted with a Prize of equal or greater value; **[s]** 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; **[t]** 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; **[u]** 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; **[v]** Sponsor has 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; **[w]** Sponsor has 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; **[x]** Sponsor 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, and **[y]** if any felony or misdemeanor conviction is found, or if there is anything that conflicts with Sponsor's image, Sponsor has the right, in its sole discretion, to disqualify the Grand Prize Winner or the Guests from participating in a Trip or portions of a Trip and to pay the Grand Prize Winner, but not the Guests, a cash substitute for a Trip or those portions that are removed, and **[z]** a Trip cannot be sold, nor can any Grand Prize Winner charge Guests for participating in the Trip.

10. RULES & WINNER'S LIST: For the name of the Grand Prize Winner (after August 1, 2014 and before August 29, 2014) and/or Rules (before June 20, 2014), send a self-addressed, stamped envelope to: Select Your City: Adventures By Disney Sweepstakes, Winner/Rules, c/o Ventura Associates, ATTN: BW, 60 East 42nd Street, New York, NY 10165. A copy of the Rules may also be obtained by printing this web page.