

**Disney Magic Makers Contest
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. You must have Internet access and an active e-mail account to participate.

CONTEST OVERVIEW: Disney is looking for eligible fans (each, a “Submitter”) to nominate the “Disney Magic Makers” in their life. A “Disney Magic Maker” is someone that the Submitter knows personally who goes above and beyond to help others in the Disney Magic Maker’s community (“Nominee”). A Submitter may nominate themselves as a Nominee.

The Entries (as defined below) will be reviewed and scored by a panel of judges comprised of representatives of Administrator (as defined below) to determine up to thirty (30)* individual finalists (each a “Finalist” and collectively, “Finalists”) per contest period (each a “Contest Entry Period” and collectively, “Contest Entry Periods”) (see chart below). The Finalist Entries will then be reviewed and scored by a separate judging panel comprised of representatives of Sponsor to determine the potential individual winning Nominees for each Contest Entry Period* (each a “Winner” and collectively, “Winners”). The total number of Winners for each Contest Entry Period are set out in the chart below. For avoidance of doubt, Nominees who are not selected as Finalists in a Contest Entry Period will remain eligible to be selected as Finalists in subsequent Contest Entry Periods. Prizes will be awarded solely to Winners. Submitters will not receive any prize for participation or for nominating a Winner.

By participating in the Disney Magic Makers Contest (“Contest”), the Submitter (“you”) agree to be bound by and abide by these Official Rules (“Official Rules”) and the decisions of Sponsor and Administrator, which are final and binding in all respects and not subject to appeal.

Overview of Key Dates and Times:

<u>Period</u>	<u>Begin Date & Time</u>	<u>End Date & Time</u>	<u># of Winners*</u>
Contest Entry Period #1	9:00:00 am ET on 6/22/21	11:59:59 pm ET on 7/5/21	8
Contest Entry Period #1 Judging	7/6/21	7/13/21	
Contest Entry Period #1 Winner Notification	7/14/21	7/19/21	
Contest Entry Period #2	12:00:01 am ET on 7/6/21	11:59:59 pm ET on 7/19/21	7
Contest Entry Period #2 Judging	7/20/21	7/27/21	
Contest Entry Period #2 Winner Notification	7/28/21	8/2/21	
Contest Entry Period #3	12:00:01 am ET on 7/20/21	11:59:59 pm ET on 8/2/21	7
Contest Entry Period #3 Judging	8/3/21	8/10/21	
Contest Entry Period #3 Winner Notification	8/11/21	8/16/21	

Contest Entry Period #4	12:00:01 am ET on 8/3/21	11:59:59 pm ET on 8/16/21	7
Contest Entry Period #4 Judging	8/17/21	8/24/21	
Contest Entry Period #4 Winner Notification	8/25/21	8/30/21	
Contest Entry Period #5	12:00:01 am ET on 8/17/21	11:59:59 pm ET on 8/30/21	7
Contest Entry Period #5 Judging	8/31/21	9/7/21	
Contest Entry Period #5 Winner Notification	9/8/21	9/13/21	
Contest Entry Period #6	12:00:01 am ET on 8/31/21	11:59:59 pm ET on 9/13/21	7
Contest Entry Period #6 Judging	9/14/21	9/21/21	
Contest Entry Period #6 Winner Notification	9/22/21	9/27/21	
Contest Entry Period #7	12:00:01 am ET on 9/14/21	11:59:59 pm ET on 10/1/21	7
Contest Entry Period #7 Judging	10/4/21	10/11/21	
Contest Entry Period #7 Winner Notification	10/12/21	10/15/21	

*In one or more rounds of judging, Sponsor/Administrator reserve the right to select fewer than the indicated number of Finalists or Winners (as applicable), if in the sole discretion of the corresponding judging panel, there is not a sufficient number of eligible Entries of sufficient quality in such Contest Entry Period (in the case of selection of Finalists).

- Sponsor:** Disney Consumer Products and Interactive Media, Inc., with an office at 500 S. Buena Vista St., Burbank, CA 91521 ("**Sponsor**").
- Administrator:** Probability LLC, 2 Woodstock Meadows Ln, PO Box 1484, Woodstock, NY 12498 ("**Administrator**").
- Eligibility:** Submitters must be legal residents of one (1) of the fifty (50) United States or the District of Columbia, and at least eighteen (18) years of age and the age of majority in their jurisdiction of primary residence at time of entry. Nominees must be legal residents of one (1) of the fifty (50) United States or the District of Columbia, and at least thirteen (13) years of age at the time of nomination. If any Nominee is less than the age of majority in their state of primary residence (a "**minor**"), then the Submitter must have the Nominee's parent/legal guardian's permission to nominate them for purposes of this Contest. Any Submitters or Nominees who have, within the past six (6) months, performed services for (including but not limited to as employees, consultants, independent contractors, and interns) Sponsor, Administrator, any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest or supplying the prize, and the entities owned and operated by those persons (collectively, the "**Promotion Entities**"), and immediate family and household members of such individuals, are not eligible to participate

or win any prize. "**Immediate family members**" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. "**Household members**" shall mean people who share the same residence at least three months a year, whether related or not. Potential winners may be required to provide proof of legal residency upon request prior to prize award. Void where prohibited.

Nominee may not have been convicted of a felony or a crime of moral turpitude. If selected as a potential Finalist, a Nominee may be required to consent to a background check to verify eligibility (and, if a Nominee is considered a Minor, such Minor Nominee's parent/legal guardian must also provide such consent on behalf of the Minor Nominee); and, failure to sign such consents and authorizations and/or to furnish all required information will result in disqualification. In addition, Sponsor reserves the right in its sole discretion, to disqualify a potential Finalist if the results of such background check reveal that such potential Finalist does not meet the Contest eligibility requirements or has been convicted of a felony or a crime of moral turpitude, as determined by Sponsor in its sole discretion.

4. **Contest Entry:** The Contest begins on or about 9:00:00 a.m. ET on June 22, 2021 and ends at 11:59:59 p.m. ET on October 1, 2021 ("**Promotion Period**"). Administrator's computer is the official clock for the Contest. There will be seven (7) separate and distinct Contest Entry Periods (per the chart above) during the Promotion Period.

During the Promotion Period, Submitters may visit www.DisneyMagicMakers.com and click on the Contest image to access the Contest registration page ("**Website**").

Step 1 (Registration): At the Website, Submitters must provide their full name, city, state, e-mail address, daytime phone number (with area code), and relationship to Nominee. Additionally, Submitters must also provide Nominee's full name, city, state. By submitting this information, Submitters represent and warrant that they have obtained **the Nominee's permission (including the permission of the Nominee's parent/guardian if the Nominee is a minor) to submit an Entry that includes the Nominee's personal information prior to submitting the Entry.**

Submitters may be asked to consent to receive promotional e-mails from the Sponsor. **Consenting to receive promotional e-mails is optional and is not required in order to be eligible to participate in the Contest.** Promotional emails from the Sponsor are subject to the privacy policy of Sponsor, and you may opt out of receiving these e-mails at any time. (For Sponsor's complete privacy policy, visit <https://privacy.thewaltdisneycompany.com/en/>).

Step 2 (Submission of Essay): Once the Submitter has completed the Registration, as described above, the Submitter must follow the on-screen instructions to submit an essay of no more than one hundred fifty (150) words describing why they are nominating the Nominee and how the Nominee goes above and beyond to help others in the Nominee's community ("**Essay**"). If you are not nominating yourself, Nominee must be someone who is alive and who you know personally (e.g., a friend, family member or co-worker) and who goes above and beyond to help others in their community. To submit Essay, the Submitter must type their Essay completely in the text box portion of the Registration form. Essay **must** be submitted on-line as part of the Registration form (e-mail attachments will not be accepted). **ESSAY MUST BE SOLELY THE SUBMITTER'S ORIGINAL WORK.**

An entry ("**Entry**") consists of an individual's registration information AND Essay as described above. Steps 1 and 2 must all be completed in the same Internet session. Partial submissions will NOT be accepted.

ONCE THE SUBMITTER HAS ENTERED THEIR ESSAY, THE SUBMITTER MUST CLICK THE CHECK BOX SIGNIFYING THAT THE SUBMITTER MEETS THE CONTEST'S ELIGIBILITY REQUIREMENTS AND HAS READ AND AGREE TO THESE OFFICIAL RULES AND SPONSOR'S TERMS OF USE (AVAILABLE AT: [HTTPS://WWW.DISNEYTERMSOFUSE.COM](https://www.disneytermsofuse.com)).

IF THE SUBMITTER DOES NOT CHECK THE BOXES INDICATING THEIR AGREEMENT TO THE OFFICIAL RULES, CONFIRMATION OF ELIGIBILITY, AND ACKNOWLEDGING PERMISSION TO SUBMIT NOMINEE'S INFORMATION, THE SUBMITTER WILL NOT BE ELIGIBLE TO ENTER THE CONTEST AND THE SUBMITTER'S NOMINEE WILL NOT BE CONSIDERED A POTENTIAL FINALIST.

Once submitted, Essays cannot be modified by Submitter. Without limiting the terms of Sponsor's Terms of Use, by submitting an Entry, Submitter gives permission (and warrants and represents that he/she has obtained all rights necessary to give such permission, including, if the Submitter is not nominating themselves, the consent and all necessary rights from Nominee, and Nominee's parent/legal guardian if Nominee is a minor), to Sponsor and its affiliates and hereby grants Sponsor and its affiliates a royalty-free, irrevocable, perpetual, worldwide, sub-licensable, non-exclusive license ("License") to post Submitter's Essay, name, likeness and all other information about the Submitter contained in the Entry on the World Wide Web, and to otherwise use Submitter's Essay, name, likeness and all other information about the Submitter in the Essay without compensation in accordance with the requirements of this Contest and the advertising, promotion, and publicity of the Contest, and otherwise, as stated in these Official Rules (as solely determined by Sponsor). By agreeing to be entered into the Contest by a Submitter, Nominee (and, in the case of minor Nominee, such minor Nominee's parent/legal guardian on their behalf) gives permission to Sponsor and hereby grants Sponsor a royalty-free, irrevocable, perpetual, worldwide, sub-licensable, non-exclusive license to use his/her name, likeness and all other information about the Nominee contained in the Essay on the World Wide Web, and to otherwise use Nominee's name, likeness and all other information about the Nominee in the Essay without compensation in accordance with the requirements of this Contest and the advertising, promotion, and publicity of the Contest, and otherwise, as stated in these Official Rules (as solely determined by Sponsor). Such License will be confirmed by Submitter/Nominee upon Sponsor's request and Submitter/Nominee agree(s) to sign any and all necessary confirming documents without additional consideration of any kind (other than the prize).

Limit five (5) Entries (registration and Essay)/Nominee per Submitter and/or e-mail address. Entries in excess of these limitations will result in the disqualification of all of your entries (and all persons nominated in such entries). Different Submitters may nominate the same Nominee; but a Nominee can win a maximum of one (1) prize. The number of entries nominating a Nominee will have no effect on the outcome of the Contest. **No group/club/business/organization may be a Submitter or Nominee.** No joint entries; a single individual must be identified as the Nominee and a single individual must be identified as the Submitter submitting an Entry. Sponsor will not be responsible for late, lost, incomplete, incomprehensible, damaged, garbled, or misdirected entries. All Entries become the property of Sponsor and will not be acknowledged or returned. By entering this Contest, Submitter and Nominee (and, in the case of minor Nominee, such minor Nominee's parent/legal guardian on their behalf) each agree to these Official Rules and the decisions of Sponsor and Administrator, which are binding and final in all matters relating to this Contest.

Personal information collected in connection with this Contest will be treated in accordance with Sponsor's Privacy Policy, available at <https://privacy.thewaltdisneycompany.com/en/>.

If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud or technical failures beyond Sponsor's control that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to terminate, modify or suspend the Contest. In such event, Sponsor reserves the right to conduct the Contest and award the prizes described herein comprised of all eligible Entries received prior to and/or after (as appropriate) the action taken by Sponsor or otherwise award the prizes in a manner which is fair, appropriate and consistent with these Official Rules, or to terminate the Contest and not award the prizes, as determined by Sponsor in its sole discretion. Notice of termination/modification/suspension of Contest will be posted on the Website. Without limitation of any other term herein, Sponsor and its agents are not responsible for failed, partial or garbled computer transmissions, technical failures of any kind (including but not limited to electronic malfunction or damage of any network, hardware or software), any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or loss, destruction or unauthorized access to, or alteration of, entries; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or electronic entry to be received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to Submitter's or any other person's computer related to or resulting from participation in this Contest.

Submitters further agree not to knowingly damage or cause interruption of the Contest and/or prevent others from participating in the Contest. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY SUBMITTER MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.

- 5. ESSAY GUIDELINES:** Based on Sponsor's/Administrator's sole judgment and discretion, Submissions cannot (a) include or depict anyone younger than eighteen (18) years of age without the permission of such person's parent or legal guardian; (b) be sexually explicit or suggestive; threatening; profane; violent; derogatory of any ethnic, racial, gender, religious, professional or age group or sexual orientation; pornographic, contain nudity or any materially dangerous activity; (c) promote alcohol, illegal/prescription drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political or religious agenda or message; (d) be obscene, offensive, or endorse any form of hate or hate group; (e) contain trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind (other than the Sponsor's), or contain any personal identification (other than as related to the Submitter or Nominee), such as license plate numbers, personal names, email addresses or street addresses; (f) contain copyrighted materials owned by others without permission; (g) contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission; (h) contain advertising or commercial messages of any kind owned by anyone other than Sponsor; (i) criticize Promotion Entities or any other Submitter or Nominee; (j) contain any recruiting information of any kind; and (k) depict, and cannot itself be in, violation of any law. Essay may not promote any cause, be it religious, political, corporate, charitable or otherwise, other than the Nominee.

By submitting an Essay you warrant and represent that: (a) it is your original work, (b) it has not been previously published, (c) it has not received previous awards, (d) it does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (e) you have obtained permission from each and every person who is mentioned in the Submission (including parental/legal guardian

permission for any Minor) if any, to include such information in the Essay and (f) publication of the Essay via various media including Sponsor's and its affiliated entities' website(s) and social media channels will not infringe on the rights of any third parties. Submitter further represents and warrants that he/she has first-hand knowledge of the actions and conduct of the Nominee as set forth in the Essay and, to the extent that he/she does not have such first-hand knowledge, the Submitter has a reasonable basis for believing that such actions/conduct of Nominee are truthful and accurate as described in the Essay. Submitter agrees to defend, indemnify and hold harmless, Promotion Entities from any claims to the contrary. Any Submitter whose Essay includes likenesses of third parties or contains elements not owned by the Submitter (such as, but not limited to, depictions of persons, buildings, trademarks or logos) must be able to provide legal releases for such use including Sponsor's use of such Essay, in a form satisfactory to Sponsor, upon request, prior to naming of Submitter's Nominee as a Winner. Any Essay that, in the sole opinion of the Sponsor, is deemed to be inappropriate for publication is ineligible.

By entering, Submitter and Nominee (and, in the case of Minor Nominee, such Minor Nominee's parent/legal guardian on their behalf) agree to indemnify and hold harmless Released Parties (as defined below) from any action or liability resulting from the publishing of his/her Essay and/or use of the Essay.

Sponsor may post the Essay, in whole or in part, without attribution to Submitter; and Sponsor may edit, alter and make derivative works from the Essay and/or add comment/content to the posted Essay, all without compensation to or consent from the Submitter or Nominee. Essays will be governed by the Terms of Use of the Sponsor's family of sites regarding use of "solicited submissions" (For Sponsor's complete Terms of Use, direct your Internet browser to <https://www.disneytermsofuse.com/>).

6. **JUDGING (Winner Determination/Notification)**: Entries will be initially judged on a rolling basis by a panel of judges comprised by the Administrator ("**Administrator Judges**"). For this first stage of judging, the Administrator Judges will review each of the Essays and select up to thirty (30) Finalists per Contest Entry Period. The scoring by the Administrator Judges will be based on criteria below, each judged on a scale of 1-10 (10 being the highest) as follows:
- a. **Action**. How does the nominee's actions make the world a better place through creative, needs-based (COVID-19 or otherwise), imaginative or otherwise extraordinary acts of good? Does the nominee utilize their individual talents when doing good?;
 - b. **Inspiration**. Does the nominee's story warm your heart, make you want to tell your friends about their story and inspire others to act?; and
 - c. **Courageous Spirit**. When the nominee learned of a community need, did they go above and beyond to answer the call for help?

When the total scores are tabulated by the Administrator Judges, the top Essays per Contest Entry Period will advance to the next phase of judging. Administrator Judges reserve the right to advance fewer than thirty (30) Finalist Entries to the next stage if, in their sole discretion, they do not receive a sufficient number of Entries of sufficient quality. The Finalist Entries will then be judged by another judging panel from Sponsor ("**Sponsor Judges**"), which will select the Contest Entry Period Winners based on the judging criteria listed above. For the avoidance of doubt, the ranking of Finalists by the Administrator Judges will **not** be taken into account by the Sponsor Judges. The Essays with the 8 (for Contest Entry Period 1) or 7 (for Contest Entry Periods 2-7) highest final scores from the Sponsor Judges will be deemed potential Winners. In the event of a tie in either round of judging, the tie will be broken in favor of the Essay with the higher "How does the nominee's

actions make the world a better place through creative, needs-based (COVID-19 or otherwise), imaginative or otherwise extraordinary acts of good? Does the nominee utilize their individual talents when doing good?" criterion among the tied Essays; such Essay will be deemed a Winner. **Prizes (as defined below) will be awarded to the Winners. The Submitters will not receive a prize of any kind, unless a Submitter is the Nominee associated with a winning Entry.**

Each Submitter whose corresponding Entry/Nominee is selected as a potential Winner will be contacted by email and/or telephone on or about one (1) business day following the applicable Contest Entry Period Judging Period (per the chart above). At time of contact, the Submitter will supply to Administrator the corresponding Nominee's contact information; in the event the Nominee is a Minor, the Submitter will supply to Administrator the contact information of the Nominee's parent/guardian. By providing Administrator with this contact information, Submitter represents and warrants that they have obtained **the Nominee's permission (or in the case of a Minor Nominee, such Minor's parent/guardian's permission) to supply such contact information.** Submitter and potential Winner (or, in the case of minor potential Winner, such minor potential Winner's parent/legal guardian) will be required to sign and return, within five (5) business days of notification, an Affidavit of Eligibility, Release and Indemnification, and a Publicity Release where allowed by law, along with the necessary paperwork for a background check and any release(s) required of Submitter/Nominee (collectively, ("**Contest Documents**"). Affidavit will also include a Grant of Rights from Submitters/potential Winners to Sponsor, as detailed above. If the Affidavit of Eligibility, Release and Indemnification, and Publicity Release, or any other portions of the Contest Documents are not returned to Sponsor within the specified time period, the potential Winner may be disqualified. If a potential Winner is disqualified for any reason, there will be no prize of any kind awarded and an alternate Winner will be selected, i.e., the Essay with the next highest score from the Sponsor Judges judging round in the applicable Contest Entry Period. The process will continue until such time that all Winners have been verified for the applicable Contest Entry Period.

In the event of any dispute concerning the identity of any Submitter, the Essay will be deemed submitted by the natural person who is the authorized holder of the transmitting e-mail account. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

7. Prizes and Approximate Retail Values ("ARV"):

The Contest prizes are as follows (each a "**Prize**" and collectively, the "**Prizes**"):

- **Contest Entry Period #1 (8 total winners):** Each Winner will receive a 5-day/4-night vacation (the "**Vacation**") for the Winner and up to three (3) guests (collectively, "**Group**") to *Walt Disney World*® Resort near Orlando, Florida (the "**Resort**") and, if not already a Disney+ subscriber, a one (1) year subscription to Disney+ (or cash equivalent if under 18 years old).
- **Contest Entry Periods #2 through #7 (42 total winners, 7 winners per Contest Entry Period):** Each Winner will receive a Vacation for their Group to the Resort and, if not already a Disney+ subscriber, a one (1) year subscription to Disney+(or cash equivalent if under 18 years old).

Each Vacation consists of: roundtrip coach air transportation for the Group from a major commercial airport near Winner's legal residence (as selected by Sponsor) ("**Airport of Origin**") to the Orlando International Airport (with possible layovers); provided, however, if the Winner resides within 250 miles of the Resort, air transportation will not be provided for

the Group; vouchers for up to four (4) round trip ground transfers between the Orlando International Airport and the Resort via *Disney's Magical Express* service (or alternative round trip ground transfer service as selected by Sponsor in its sole discretion); provided, however, if the Winner resides within 250 miles of the Resort, ground transfers will not be provided for the Group; room accommodations consisting of one (1) standard room (with a maximum of four (4) persons per room) for four (4) consecutive nights at a Resort hotel selected by Sponsor in its sole discretion (daily parking at the Resort, if applicable, is included); one (1) welcome basket in Resort hotel room for the Winner only; up to four (4) 5-Day Resort theme park tickets with *Park Hopper*® Option; one (1) Disney Gift Card with a value of \$500.00 USD for the Winner only (subject to restrictions); one (1) Memory Maker product which includes unlimited *Disney PhotoPass*® Service photos taken during the Vacation, including those taken at select attractions and dining locations. See below for additional restrictions regarding the Vacation.

ARV of each Prize: \$10,099.99 USD which may vary depending upon point of departure. The ARV for the Prize is an estimate made before the Contest begins.

Vacation must be taken between October 1, 2021 and April 30, 2023. Winner must provide Sponsor with three (3) possible travel dates with at least six (6) weeks advance notice prior to the earliest potential date of departure; however, Sponsor's decision as to actual travel dates is final and binding. **If any potential Winner is a minor, such minor Winner must be accompanied on the Vacation by their parent/legal guardian as one (1) of the allotted guests in the Group.** If potential Winner is unavailable to travel during designated timeframe for any reason, the Prize will be forfeited without compensation of any kind and an alternate Winner may be selected (time permitting) i.e., the Finalist with the next highest score will become a potential Winner. Travel must be reserved through Sponsor's agent, and Sponsor shall determine airline and flight itinerary in its sole discretion. All expenses not specifically mentioned herein are not included and are solely the Winner's responsibility, including but not limited to: round trip transportation between the Winner's residence and any Airport of Origin, round-trip transportation between Winner's residence and the hotel if winner resides within 250 miles of the Resort, alcoholic and non-alcoholic beverages, fax, food, gratuities and tips, insurance, laundry service, merchandise, parking, room service, service charges, excursions, souvenirs, spa services, telephone calls and taxes which are not expressly included in the Vacation. Travel and lodging are subject to availability, certain restrictions, blackout dates and Sponsor's approval as determined by Sponsor in its sole discretion. Airline carrier and hotel regulations and conditions apply. The actual value of the Prize may vary depending on city of departure, date and times of travel, airfare fluctuations and Resort charges at the time of travel booking. Therefore, the actual value of the Prize awarded may be lower or higher at the time it is fulfilled. If the actual value of the Prize is less than the stated ARV, the difference will not be awarded. Any depiction of the Prize is for illustrative purposes only. Itineraries and departure dates may be changed, cancelled or discontinued at any time and without prior notice. Promotion Entities will not replace any lost, mutilated or stolen tickets, travel vouchers, gift cards or certificates. Prize elements may not be separated. Airline tickets issued in conjunction with the Prize are not eligible for frequent flyer miles, and no code share flights may be used. No one-way trips or upgrades allowed. Unless otherwise necessitated by Sponsor, no stopovers are permitted on tickets issued as the Prize; if a stopover otherwise occurs, the Prize will terminate and full fare will be charged from the stopover point for the remaining trip segment(s), including the return. Once hotel accommodations and flight arrangements have been confirmed, no changes will be allowed except by Sponsor. Winner is solely responsible for any and all excess baggage charges, taxes and any other charges incurred after or in connection with the issuance of airline tickets. Promotion Entities are not liable for any expenses incurred as a consequence of flight cancellation/delay. Prize cannot be used in conjunction with any other promotion or offer. All elements of the Prize (including, without limitation, the theme

park tickets) must be used by the Group on the same dates during the redemption of the Prize. Any element or portion of the Prize not accepted or used by Winner will be forfeited.

Air transportation, ground transfers, and accommodations must be taken together and cannot be taken separately. No changes will be made to travel details once any element(s) of the travel arrangements have been booked except at Sponsor's sole discretion. Prize travel is subject to capacity controls, availability and certain other restrictions, which may include a Saturday night stay, all of which are subject to change. Airfare may not include government taxes, Passenger Facility Charge or September 11th Security Fee. Other travel restrictions and blackout dates may apply. All airline tickets are subject to the vagaries of flight variation, work stoppages, and schedule or route changes. Sponsor reserves the right to structure travel routes in its sole discretion. The roundtrip air transportation element for any travel prize begins and ends at the point of departure. Other hotel fees are not included and if applicable may be payable at the time of check-out by the Winner/guest(s). In the event the Winner and/or his or her guest(s) engage in behavior that, as determined by Sponsor in its sole discretion, is obnoxious or threatening, illegal, is intended to annoy, abuse, threaten or harass any other person, or is contrary to Sponsor's (or its affiliates') property rules or policies in effect at the time for the Resort, Sponsor reserves the right to terminate the Vacation or other applicable experience early, in whole or in part, and send the Winner and/or his or her guest(s) home with no further compensation. Winner acknowledges and agrees to be solely responsible for any actions, claims or liabilities of any member of the Group.

Group must travel together on the Vacation and must travel from the major airport closest to the Winner's residence, as determined by Sponsor, in its sole discretion. Guest(s) (if a minor in his/her jurisdiction of residence, his/her parent or legal guardian) must sign a Release and Indemnification and a Publicity Release (where allowed by law), prior to issuance of travel documents. If any guest is a minor, the Winner or one of the Winner's other allotted guests in the Group must be such minor's parent or legal guardian. If Winner elects to travel or partake in the Prize with no guest or fewer than three (3) guests, the Vacation will be awarded in increments suitable for the actual number in the Group and no additional compensation will be awarded. Members of the Group are solely responsible for obtaining any and all necessary travel documents (valid photo I.D., passport, visa, credit card, etc.) before departure. Photo identification and credit card or cash deposit may be required at check-in for incidental charges (e.g., room service, use of telephone/IT services, laundry and all other optional extra services not provided in the Prize). Certain restrictions, as determined by Sponsor, may apply. Sponsor will attempt to accommodate Winner's preferred itinerary, but all specifics thereof will be at Sponsor's discretion. If Winner and guest(s) cannot comply with these restrictions or any other portion of these Official Rules, the Prize will be forfeited in its entirety and an alternate Winner will be chosen from among all eligible entries (time permitting). Flight details are subject to availability and airline carrier's regulations and conditions apply. 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. Sponsor also reserves the right, in its sole discretion to extend the time period in which the Prize must be taken.

All taxes (including, without limitation, U.S. federal, state and local taxes (including, but not limited to income and withholding taxes) and sales taxes, as applicable on or connected with any Prize, the shipment of any Prize element, as applicable, and the reporting consequences thereof, and any other expenses not specifically included in the Prize description are the sole responsibility of the Winner. The Winner will receive an IRS Form 1099-MISC reflecting the total fair market value of his/her Prize. Non-residents of California are subject to the California withholding tax of 7% of the Prize value, when applicable. Winner may be required to provide to Sponsor an amount to cover the balance of all

applicable withholding taxes at the normal rates required by law (notwithstanding any tax treaties that may provide for lower rates of tax withholding, including exemption from withholding with the satisfaction of qualification requirements) prior to being awarded the Prize, and failure to do so will result in disqualification.

Prize is not redeemable for cash or transferable. No substitutions allowed, except as set forth in these Official Rules and at Sponsor's sole discretion, a Prize of comparable or equal value will be provided. Prize elements may not be separated and tickets, vouchers and gift cards will not be replaced if lost or stolen, and Sponsor and Administrator disclaim any and all liability in conjunction therewith. Tickets and gift cards are subject to terms and conditions thereon. Prize will be awarded provided eligible entries are received. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest promotional materials and the terms and conditions of these Official Rules, these Official Rules shall prevail and govern.

Theme parks, attractions and other offerings are subject to availability, closures, change or cancellation without notice or liability. Park admission, offerings and ticket options are not guaranteed. Sponsor reserves the right to cancel any offering.

To visit the theme parks, theme park reservations via the *Disney Park Pass* system (<https://disneyworld.disney.go.com/experience-updates/park-reservations/>) AND valid admission are required for the same theme park on the same date for each person in the Group ages 3 and up. Reservations are subject to availability and are not guaranteed until a reservation is finalized. A park reservation must be made for each day of entry. The *Park Hopper*® option allows guests to visit more than one park per day, with some restrictions. Learn more at <https://disneyworld.disney.go.com/guest-services/park-hopper/>.

Disney PhotoPass® Service and Memory Maker are subject to the applicable terms and policies (<https://disneyworld.disney.go.com/photopass-terms-conditions/>). A MagicBand, or an eligible mobile device with *Bluetooth*® technology enabled for the My Disney Experience app, is required to receive certain attraction photos and other digital content. Online registration required. *Disney PhotoPass*® photos in your account will expire pursuant to the expiration policy (<https://disneyworld.disney.go.com/photopass-expiration-policy/>). Downloads are restricted to personal use only. Not responsible for missing, lost or damaged photos. Subject to restrictions and change without notice. Valid theme park admission required for certain photo locations.

The Resort has taken enhanced health and safety measures. An inherent risk of exposure to COVID-19 exists in any public place where people are present. Before visiting, each guest should visit <https://disneyworld.disney.go.com/experience-updates/> to view important information about park reopening, reservations, limitations on benefits, features, experiences and offerings, new health and safety measures and other information.

Disney+ Subscription. Winners must be 18 years of age or older to receive the Disney+ subscription Prize. Valid only for U.S. residents, 18 years of age or older, who are new Disney+ subscribers. Current Disney+ subscribers will not receive this prize. Cancel any time, subject to terms. No refunds or credits for partial months. Access to Disney+ will continue through the end of the current subscription term. Use of Disney+ is subject to the Disney+ Subscriber Agreement. Promotional offer code is one-time use only, and is non-transferable. Cannot be combined with any other offers, coupons, discounts or promotions. If a Winner is under 18 years of age, they will be provided with the cash value of a Disney+ annual subscription (i.e., \$79.99).

8. **Conditions and Limitations of Liability:** By participating, each Submitter and Nominee (and, in the case of minor Nominee, such minor Nominee's parent/legal guardian on their behalf) agrees: (a) to be bound by these Official Rules and the decisions of Sponsor and

Administrator, which shall be final and binding in all respects; and (b) to release, discharge and hold harmless each of the Promotion Entities, Facebook, Inc., Twitter, Inc., TikTok, Inc., Nextdoor, each of their respective advertising and promotion agencies, any entity responsible for the administration of this Contest, each of the foregoing entities' respective parent, subsidiary, related, affiliated and successor companies, and each of their respective officers, directors, agents, representatives and employees (collectively, the "**Released Parties**") from any and all actions, claims, injury, loss or damage, including, without limitation, death and bodily injury, arising in any manner, directly or indirectly, in whole or in part, from participation in this Contest or any Contest-related activity (including without limitation, any travel related thereto), and/or from Nominee's acceptance, receipt, use or misuse of the Prize (including without limitation, any failure to pay taxes thereon).

By accepting a prize, Winners (and, in the case of minor Winner, such minor Winner's parent/legal guardian on their behalf) grant Sponsor and its designees permission to use his/her name, voice, likeness, photograph, Prize information, biographical data and city and state of residence on a winner's list (if applicable) and for programming, publicity and promotional purposes, worldwide in all forms of media now known or hereafter developed, in perpetuity, without further compensation unless prohibited by law. Sponsor and its designees are not obligated to use any of the above-mentioned information or materials but may do so and may edit such information or materials, at Sponsor's discretion, without further obligation or compensation. Contest subject to the laws of the United States only. All federal, state and local laws and regulations apply. All Essays become the property of Sponsor and will not be acknowledged.

- 9. Disputes: Arbitration/Choice Of Law:** Except where prohibited, Submitters/Nominees (and, in the case of minor Nominee, such minor Nominee's parent/legal guardian on their behalf) agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or the awarding of prizes/determination of prize winners, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Rules of JAMS, then effective (notwithstanding the foregoing, Submitter/Nominee shall not be precluded from seeking relief in small claims court for disputes/claims within the scope of the jurisdiction of small claims court and any remedies available to Submitter/Nominee under applicable federal, state or local law remain available to Submitter/Nominee and are not waived pursuant to this section); (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; and (c) under no circumstances will Submitter/Nominee be permitted to obtain awards for and Submitter/Nominee hereby waives all rights to claim punitive, incidental and 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 and any and all rights to injunctive relief. The arbitrator hearing such dispute/claim/cause of action shall be neutral and the Submitter/Nominee will have a reasonable opportunity to participate in the selection of the arbitrator. Such arbitration will take place at a location near the Submitter's/Nominee's residence and the Submitter/Nominee has the right to an in-person hearing in the arbitration proceeding, if desired. The arbitration will allow for the discovery and/or exchange of non-privileged information between Submitter/Nominee and Sponsor. Should a Submitter/Nominee initiate arbitration pursuant to this section, the Submitter shall be responsible for JAMS's fees to do so (approximately, \$250), with all other costs of such arbitration being borne solely by Sponsor. If Submitter/Nominee is a California resident and Sponsor is the prevailing party in such arbitration, such Submitter/Nominee will not be responsible for Sponsor's costs and fees in conjunction with the arbitration proceeding; **BUT, IN ALL OTHER CASES, Submitter/Nominee WILL BE RESPONSIBLE FOR SUCH COSTS/FEEES IF REQUIRED BY THE ARBITRATOR'S RULING.** For the avoidance of doubt, the requirement to arbitrate disputes pursuant to this section is reciprocal and binding both upon Submitters/Nominees and Sponsor. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the

rights and obligations of Submitter/Nominee and/or Released Parties in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York, without regard for conflicts of law doctrine of New York or any other jurisdiction and all proceedings shall take place in the City of New York, County of New York.

- 10. Winners List:** For the names of Winners, send an email to winnerslist@probabilityworks.com with "The Disney Magic Makers Winners" in the subject line, for receipt no later than 10/31/2021 at 5:00 pm ET.

This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram, TikTok, Nextdoor or Twitter. You understand that you are providing your information to Sponsor and not to Facebook, Instagram, TikTok, Nextdoor or Twitter.