

**DISNEY RECREATE THE MAGIC CONTEST
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.
A PURCHASE OR PAYMENT OF ANY KIND WILL NOT
INCREASE YOUR CHANCES OF WINNING.**

1. **SPONSOR:** Disney Destinations, LLC (“Sponsor”), P.O. Box 10000, Lake Buena Vista, FL 32830, U.S.A.
2. **ADMINISTRATOR:** Prize Logic, LLC (“Administrator”), 25200 Telegraph Road, Suite 405, Southfield, MI 48033, U.S.A., the independent agency administering this contest.
3. **ELIGIBILITY:** The *Disney Recreate the Magic Contest* (“Contest”) is open to legal residents of the United States and the District of Columbia (“Territory”), who are at least 18 years of age, or the age of majority in his/her jurisdiction of residence, as of date of entry. Officers, directors, and employees (and members of their household or immediate family, *i.e.*, parents, children, spouse, siblings, grandparents, the step-parents, step-children, and step-siblings of each and persons residing in such immediate family members' household) of Sponsor, Administrator, their respective parent, related, affiliated and subsidiary companies, all other entities involved in the creation, administration, or fulfillment of the Contest and their respective successors and assigns are not eligible to enter or win. Participation constitutes full and unconditional agreement to these official rules (“Rules”). Sponsor’s and Administrator’s decisions are final and binding in all matters related to the Contest. Winning is contingent upon fulfilling all requirements set forth herein. ***Void in Puerto Rico and where prohibited or restricted by law.***
4. **HOW TO ENTER:** The Contest entry period begins on 12:00:00 PM (noon) Eastern Time (“ET”) on June 23, 2014 and ends at 11:59:59 PM ET on August 11, 2014 (“Entry Phase”), followed by a judging period (“Judging Phase”, and together with Entry Phase, the “Contest Period”) as further outlined below.

Phase	Start Date and Time (all times ET)	End Date (at 11:59:59 PM ET)
Entry Phase	6/23/14 at 12:00 PM	8/11/14
Judging Phase	8/12/14 at 12:00 AM	8/19/14

The Administrator’s computer is the official Contest clock.

During the Entry Phase, an entrant (“Contestant”) must visit DisneyRecreateTheMagic.com (“Website”) and enter his/her valid e-mail address. If it is the Contestant’s first time entering the Contest, the Contestant must first register by entering the information requested on the registration form, which may include without limitation: his/her first and last name (initials are not permitted), complete street address (P.O. Boxes are not permitted), birth date, daytime phone number, and affirmation that he/she has read and agrees to be bound by these Rules. Contestants will not be allowed to change their physical address or e-mail address after registering.

A Contestant must then follow the on-screen prompts to upload one (1) original photograph from a family trip to Walt Disney World® (“Photo”) not to exceed 3 MB, a title (“Title”) not to exceed 100 characters, and a memory from the family trip represented in the Photo (“Memory”) not to exceed 1,500 characters. The Photo, Title and Memory are collectively referred to as an “Entry”. Photos should preferably be taken between 1970 and 1990. Although the date of a Photo does not have to be during such time period, the date of the Photo will be considered by the Judges (defined in Section 7 of these Rules) when scoring the Entry for purposes of the “Relevance to Contest” criteria.

There is a limit of one (1) Entry per Contestant per day. A “day” is defined as starting at 12:00 AM (midnight) ET and ending at 11:59:59 PM ET on a calendar day during the Contest Period, except on June 23, 2014, when a day is defined as starting at 12:00 PM (noon) ET and ending at 11:59:59 PM ET.

By submitting an Entry, Contestant hereby agrees to these Rules. All Entries are subject to confirmation and/or verification and compliance with these Rules as determined by Sponsor and/or Administrator. Sponsor reserves the right, in its sole and absolute discretion, to disqualify any Entries that do not comply with these Rules including without limitation, the above terms, or the guidelines and requirements (“Entry Guidelines and Requirements”) as set forth in Section 5 below.

5. ENTRY GUIDELINES AND REQUIREMENTS: Each Entry:

- Must be in English;
- Must include a Photo not to exceed 3 MB, in one (1) of the following file formats: .JPEG, .JPG, .PGN, .GIF;
- Must include a Title not to exceed 100 characters;
- Must include a Memory not to exceed 1,500 characters;
- Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity or intellectual property rights, including copyright infringement, or legal or moral rights of any third party, living or deceased;
- Must have approval from any persons appearing in the Entry and the Contestant must be able to provide express written consent of every such person appearing in the Entry to Sponsor and/or Administrator if requested;
- Must not disparage Sponsor, Administrator or any other person or party affiliated with the promotion and administration of this Contest;
- Must not include any personally identifiable information, such as your full name, address or phone number;
- Must be the sole, exclusive and original work of the Contestant and must not contain images or artwork, music, quotes, parodies or other materials not created by Contestant;
- Must not in any way contain any logos, brand names or trademarks other than Sponsor's, which Sponsor has granted Contestant a limited license to use for purposes of this Contest as set forth in Section 6 of these Rules;
- Must not have been submitted previously in a promotion or contest of any kind;

- Must not contain, facilitate, reference, or use material that is fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous;
- Must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:
 - i. gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
 - ii. the use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products;
 - iii. the taking up of arms against any person, government or entity or otherwise challenges or seek to overthrow any government;
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way;
- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age; and
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Entry is created.

NOTE: If any Entry fails to comply with any of these Entry Guidelines and Requirements or any other provisions of these Rules, Sponsor/Administrator reserve the right to disqualify the Contestant and the Entry will not be eligible to win.

6. SPONSOR'S IP AND GENERAL ENTRY TERMS: Sponsor grants Contestants a limited, revocable, non-sublicensable license to use Sponsor's name, product, trademarks and logos (collectively, "Sponsor's IP") for the sole purpose of participating in this Contest. Contestants are not permitted to make any further use of Sponsor's IP for any purpose whatsoever. In addition, Contestants recognize that all rights, title, and interest in Sponsor's IP shall vest exclusively to the Sponsor, and Contestant agrees that he or she has not and will not take any action that might harm or adversely affect such rights. No right, title or interest in and to the Sponsor's IP except for the limited license granted to Contestant in these Rules is transferred or created. Each Contestant further acknowledges and agrees that Sponsor's IP rights are valid and enforceable, and that Contestant shall do nothing to challenge the validity or enforceability of Sponsor's IP in any forum. Contestants agree that the use of Sponsor's IP is permitted only for the purpose of making a Entry in this Contest, and that any use of Sponsor's IP (whether in the Entry or otherwise) beyond this scope infringes the rights of Sponsor and will result in irreparable harm to Sponsor.

Each Contestant retains ownership of his/her Entry. Each Contestant hereby grants to Sponsor and its affiliated companies and designated agents a non-exclusive, transferable, perpetual, irrevocable, royalty free, unconditional, fully paid license and right (a) to post and to make, have made, use, copy, reproduce, modify, and create derivative works of the Entry and any materials provided by the Contestant with the Contestant's Entry or

otherwise through the Contest (“Contestant Materials”), (b) to publicly perform or display, import, broadcast, transmit, distribute (directly and indirectly), or license the Entry and Contestant Materials (and derivative works thereof), and (c) to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties. Additionally each Contestant consents to the perpetual, unrestricted use of the name, statements, photographs, videos, voice recordings and likenesses of himself/herself and has obtained the consent of any other person appearing in the Entry and Contestant Materials, for publicity purposes as well as any other purpose associated with the Contest.

If requested, Contestant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights Contestant is granting to use the Entry and Contest Materials.

- 7. JUDGING AND SELECTION OF THE CONTEST WINNER:** During the Judging Phase set forth in Section 4 of these Rules, all eligible Entries received will be judged by a panel of qualified judges selected from the Sponsor’s marketing and brand teams (“Judges”) to determine the one (1) potential Grand Prize winner. The Judges will score each Entry according to the following weighted judging criteria (collectively, “Judging Criteria”): (1) Creativity of Entry – 33%; (2) Relevance to the Contest – 34%; and (3) Originality of Entry – 33%. In the event of a tie, the tied Entries will be reviewed by the Judges and the Entry with the highest score in: “Relevance to the Contest” will be named the potential Grand Prize winner. In no event will there be more than one (1) Grand Prize winner.

Each Contestant and the potential Grand Prize winner is subject to review of eligibility and confirmation of his/her compliance with these Rules. Decisions of the Judges are final and binding. In the event of a dispute as to any Entry or as to the identity of a Contestant based on an e-mail address, the winning Entry will be declared made by the authorized account holder (determined at the time the Entry is submitted) of the e-mail address used to make the Entry. The "authorized account holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the e-mail address used to make the Entry. Each Contestant may be required to show proof of being an authorized account holder.

- 8. GRAND PRIZE & APPROXIMATE RETAIL VALUE (“ARV”):** One (1) Grand Prize winner will receive a Walt Disney World® Resort Prize Package, consisting of an eight (8) day/seven (7) night vacation package for six (6) people to the Walt Disney World Resort (“Grand Prize”). The Grand Prize will include: **[1]** roundtrip coach/economy class airfare for the Grand Prize winner and up to five (5) travel companions between the major commercial airport closest to the Grand Prize winner’s residence (as determined by Sponsor in its sole discretion) and the Orlando International Airport (however if the Grand Prize winner lives within 250 miles of Walt Disney World Resort, transportation will not be provided); **[2]** roundtrip airport ground transfers via Disney’s Magical Express Service between the Orlando International Airport and the Walt Disney World Resort; **[3]** room accommodations consisting of one (1) two-bedroom suite or villa (with a maximum of four (4) persons per room) for seven (7) nights at a hotel at the Walt Disney World Resort selected by Sponsor

in its sole discretion; **[4]** six (6) 8-Day Magic Your Way Tickets with Park Hopper[®] Option (subject to restrictions); **[5]** one (1) USD \$800 Disney[®] Gift Card; **[6]** Grand Prize winner's choice of any Disney PhotoPass[®] Service products, valued up to \$300, fulfilled as a Disney Gift Card (online registration required); **[7]** one (1) welcome basket (for Grand Prize winner only); **[8]** one (1) Disney Character Dining experience for six (6) people (Grand Prize winner and five (5) travel companions); **[9]** VIP viewing for one (1) Disney Theme Park parade or show for six (6) people (Grand Prize winner and five (5) travel companions) with parade and/or show selection and date of experience determined in Sponsor's sole discretion; and **[10]** one (1) Disney Signature Dining experience for six (6) people (Grand Prize winner and five (5) travel companions). The ARV of the Grand Prize is \$20,050.20. ARV may vary from actual value, depending on date and point of departure. Any difference between stated and actual value will not be awarded.

Travel companions must be 18 or the age of majority in his/her jurisdiction of residence, unless the child or legal ward of the Grand Prize winner. If a travel companion is a minor and not the child or legal ward of the Grand Prize winner, the parent/legal guardian of such travel companion must also accompany the minor travel companion.

The Grand Prize, including without limitation all travel arrangements, must be booked sixty (60) days prior to departure, and completed prior to September 1, 2015. All Grand Prize-related travel arrangements will be determined and administered by Sponsor or Sponsor's authorized designee. Grand Prize travel is subject to capacity controls, availability, weather, seasonal influences, and certain other restrictions, all of which are subject to change. Grand Prize winner and his/her travel companions will be required to travel on identical itineraries including the same departure date and return date. Air transportation and hotel accommodations must be taken together and cannot be taken separately. Travel companions must stay in the same hotel two-bedroom suite/villa as Grand Prize winner. 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. All airline tickets issued in conjunction with the Grand Prize are not eligible for upgrades, frequent flyer miles or any other promotional benefit. Sponsor is not obligated to replace any lost or stolen tickets (including any event tickets or admission passes), travel vouchers or certificates or similar items once they are in the Grand Prize winner's possession or in the possession of a travel companion. Travel must be roundtrip. Sponsor will determine the flight itinerary in its sole discretion. Once hotel and flight arrangements have been confirmed, no changes will be allowed except by Sponsor in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Air travel is subject to the terms and conditions set forth in these Rules and those set forth by Sponsor's air travel prize supplier, as detailed in the passenger ticket contract issued by such supplier. If the Grand Prize winner elects to travel or partake in the Grand Prize with fewer travel companions than allowed for or no travel companions, no additional compensation will be awarded to the Grand Prize winner.

All costs and expenses not specifically included herein are solely the Grand Prize winner's responsibility as are all federal, state and local taxes. The award of the Grand Prize is subject to applicable withholding requirements. (The Grand Prize winner will receive an IRS

Form 1099 reflecting the actual final retail value of his/her prize.) The Grand Prize winner and his/her travel companions are solely responsible for obtaining any desired or necessary travel documents (including government-issued photo identification). The Grand Prize winner and travel companions hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of the Grand Prize. It is the responsibility of the Grand Prize winner and his/her travel companions to arrive at the designated gateway airport in time for each flight that is part of the Grand Prize.

The Grand Prize winner and his/her travel companions are responsible for all in-room charges (e.g., mini-bar, movies), telephone calls, meals, beverages, gratuities, upgrades, personal incidentals, amenities, and any other fees and expenses not specifically mentioned in these Rules. The Grand Prize winner will be required to provide a major credit card upon hotel check-in or prior thereto and all in-room charges will be charged to the credit card. Any damage to the room attributed to the Grand Prize winner and/or his/her travel companions will be the responsibility of the Grand Prize winner.

Sponsor bears no responsibility if any event, element or detail of the Grand Prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of the Grand Prize become unavailable, the Sponsor shall have no obligation to the Grand Prize winner aside from providing the remaining portion of the Grand Prize, minus any unavailable event, element or detail. The Grand Prize winner and his/her travel companions shall be subject to all terms and conditions printed on any ticket issued in conjunction with the Grand Prize. In the event the Grand Prize winner and/or travel companion(s) is denied entry into any ticketed location or is removed or barred from any ticketed location for any other reason, Sponsor is not responsible and no further compensation or award will be provided.

Disney, its parent, related, affiliated, and subsidiary companies and their respective officers, directors agents, employees and assigns shall be released and discharged from any and all legal claims, losses, injuries, demands, damages, actions, and/or causes of actions that arise out of and/or in any way related to the Grand Prize, the receipt, use and/or enjoyment of the Grand Prize and/or the Contest. All benefits and payments are personal to the Grand Prize winner and are not redeemable for cash and are neither assignable nor transferable.

Any portion of the Grand Prize not accepted or used by the Grand Prize winner will be forfeited, and Sponsor shall not be responsible for any inability of Grand Prize winner to accept or use any portion of the Grand Prize for any reason. No substitution or transfer of the Grand Prize except with Sponsor's permission or where required by law is allowed. If for any reason the Grand Prize becomes unavailable, Sponsor may award a substitute prize of equal or greater value. Award of the Grand Prize is subject to verification of eligibility and compliance with these Rules.

9. GRAND PRIZE WINNER: The potential Grand Prize winner will be notified by e-mail and/or telephone on or about August 20, 2014. At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate Grand Prize winner may result from any of the following: **[a]** potential Grand Prize winner's failure to respond to notification within five (5) calendar days from the date notification is sent; **[b]** the return of an e-mail notification as undeliverable after three (3) attempts; **[c]** potential Grand Prize winner's failure to provide Administrator with satisfactory proof of age, identity and residency; and **[d]** potential Grand Prize winner's failure to execute and return an Affidavit of Eligibility/Liability/Publicity Release (including, without limitation, the Social Security Number as required by law) within five (5) calendar days from the date the form is sent to the potential Grand Prize winner. **Federal, state, and local taxes and all other expenses not specified herein are the Grand Prize winner's sole responsibility.** In the event that the potential Grand Prize winner is disqualified for any reason, Sponsor, in its sole and absolute discretion, will award the Grand Prize to the Entry with the next-highest overall score based on the Judging Criteria, subject to verification of eligibility and compliance with these Rules. In such cases where the Grand Prize is not accepted or where the Grand Prize winner has forfeited, there will, as necessary, be up to three (3) alternate Grand Prize winners contacted in order based on overall score from the Judging Criteria, after which the Grand Prize, if not accepted by an eligible Grand Prize winner, will not be awarded.

10. INTERNET/LIMITATIONS OF LIABILITY: Sponsor, Administrator, their respective parent, related, affiliated and subsidiary companies, their advertising, promotion and web design agencies, all other entities involved in the creation, administration, or fulfillment of the Contest and their respective successors, assigns, directors, officers, employees, agents and independent contractors (individually and collectively, "Releasees") are not responsible for technical malfunctions of any kind, including but not limited to interrupted or unavailable network server or other connections; miscommunications; failed, partial, or garbled telephone or computer transmissions; jumbled, scrambled or misdirected Entries or transmissions; phone, electrical, network, computer hardware or software or program malfunctions, failures or difficulties; other errors, omissions, interruptions, or deletions of any kind, whether due to electronic, human, mechanical, printing, production or technical errors or other causes; or for any damage to any person's computer or wireless device related to participating in the Contest. Additionally, Releasees are not responsible for illegible, unintelligible, late, lost or stolen Entries; incorrect or inaccurate Entry information, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Contest; or for any technical or human errors which may occur in the processing of any Entries in the Contest. Any person attempting to enter using multiple identities or any other device or artifice to enter multiple times or to interfere with the proper administration of the Contest will be disqualified from participation in the Contest. Additionally, any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Contest will void any attempted participation effected by such methods and result in the disqualification of the individual utilizing the same. Administrator reserves the right to disqualify any individual found or suspected, in its sole opinion, to be tampering with the operation of the Contest; to be acting in violation of these Rules; or to be acting with the intent to disrupt the normal operation of the Contest. If, in the judgment of Administrator, the Contest is compromised by viruses, bugs, non-authorized human

intervention or other causes that corrupt, or may corrupt the administration, security, fairness or intended proper play of the Contest, so that it cannot be conducted as originally planned, Administrator has the right, in its sole discretion, to modify the Rules or to cancel, modify, terminate or suspend the Contest (except where prohibited by law); and in such event, to select the winners by such method as Sponsor in its sole discretion shall consider equitable. **RELEASEES MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AS REGARDS ANY PRIZE OR ANY COMPONENT OF A PRIZE. AS SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, CHECK YOUR LOCAL LAWS TO LEARN IF ANY OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY APPLY TO YOU.**

11. PRIVACY POLICY: Any personally identifiable information collected during a Contestant's participation in the Contest is subject to the following Privacy Policy: <http://disneyprivacycenter.com/>.

12. GOVERNING LAW: The terms of this Contest shall be governed by, construed under, interpreted and enforced in accordance with the laws of the State of Florida. Any dispute or claim arising out of or in connection with this Contest or these Rules shall be submitted exclusively to the Circuit Court in and for Orange County, Florida (or if the Circuit Court shall not have jurisdiction over the subject matter thereof, then to such other court sitting in such county having subject matter jurisdiction) for trial and determination by the court sitting without a jury. **All Contestants consent to the jurisdiction of such court and to the service of process outside the State of Florida pursuant to the requirements of such court in any matter submitted to it, and they expressly waive the right to a jury trial.** THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ANY CLAIM MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION OCCURRED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

13. RELEASE: By participating, each Contestant releases and agrees to indemnify and hold harmless Releasees from and against any and all costs, claims, damages, or any other injury, whether due to negligence or otherwise, to person(s) or property (including, without limitation, death or violation of any personal rights, such as violation of right of publicity/privacy, libel, or slander), due in whole or in part, directly or indirectly, to participation in the Contest, or arising out of participation in any Contest or Contest-related activity, or the receipt, use, or misuse of the Grand Prize.

14. GENERAL TERMS & AGREEMENT TO RULES: By entering the Contest, Contestants agree to abide by these Rules. In no event will more than one (1) Grand Prize be awarded. The Contest is subject to all applicable federal, state, and local laws.

15. WINNER LIST: To obtain the Grand Prize winner's name, send a properly stamped self-addressed envelope, to be received by October 6, 2014, to: Disney Recreate the Magic Contest Winners List, P.O. Box 251328, West Bloomfield, MI 48325.

Customer services inquiries can be made at [Contact Us](#).

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