

shopDisney | Disney store
#MarvelMania Sweepstakes
OFFICIAL RULES

To enter this Sweepstakes, you must agree to and abide by these Official Rules (“**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, A VALID EMAIL ADDRESS AND AN INSTAGRAM ACCOUNT TO PARTICIPATE. ELIGIBILITY: SWEEPSTAKES OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA, WHO ARE AT LEAST EIGHTEEN (18) YEARS OF AGE AT TIME OF ENTRY. VOID WHERE PROHIBITED BY LAW.

This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Inc.

1. **SPONSOR:** Disney Shopping, Inc. (“**Sponsor**”), 1101 Flower Street, Glendale, CA 91201, USA.
2. **ADMINISTRATOR:** CSM Sports and Entertainment, Inc. (“**Administrator**”), 440 9th Avenue, 17th Floor, New York, NY 10001.
3. **ELIGIBILITY:** The #MarvelMania Sweepstakes (“**Sweepstakes**”) is open only to legal residents of the 50 United States or District of Columbia, who are at least eighteen (18) years of age (or the age of majority in the jurisdiction of their residency, whichever is older), and who have Internet access, a valid email address and an Instagram account. Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have, within the past six (6) months prior to the start of the Sweepstakes, performed services for Sponsor, Administrator, or any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, and/or their respective parent, subsidiary, affiliated and successor companies, and immediate family and household members of such individuals, are not eligible to enter or win a 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 (3) months a year, whether related or not. Void where prohibited by law.
4. **SWEEPSTAKES SCHEDULE:** The Sweepstakes begins on or about 9:00 a.m. Pacific Time (“**PT**”) on Tuesday, October 6, 2020 and ends at 11:59 p.m. PT on Saturday, October 31, 2020 (“**Promotion Period**”), as set forth in the chart below. Four (4) separate and distinct Sweepstakes entry periods (each, an “**Entry Period**” and collectively, “**Entry Periods**”) will take place during the Promotion Period. Sponsor’s computer is the official clock for this Sweepstakes. For avoidance of doubt, the Sweepstakes will be dormant and inactive in between Entry Periods.

Weekly Sweepstakes Entry Periods

Entry Period	Begin Date & Time	End Date & Time
Period #1	9:00 am PT on 10/6/20	11:59 pm PT on 10/12/20
Period #2	9:00 am PT on 10/13/20	11:59 pm PT on 10/19/20
Period #3	9:00 am PT on 10/20/20	11:59 pm PT on 10/26/20
Period #4	9:00 am PT on 10/27/20	11:59 pm PT on 10/31/20

5. **SWEEPSTAKES ENTRY:** During the Promotion Period, Sponsor will post one (1) Sweepstakes photo (“**Sweepstakes Post**”) during each Entry Period via Sponsor’s official Instagram account: @ShopDisney) (“**Disney Instagram Account**”).

To enter during any Entry Period, take the following actions (each, a “**Sweepstakes Entry**” and collectively, “**Sweepstakes Entries**”):

- (a) follow the Disney Instagram Account during the applicable Entry Period;
- (b) “like” the Sweepstakes Post during the Entry Period; and
- (c) comment with the hashtag #SHOPDISNEYSWEEPSTAKES (“**Sweepstakes Hashtag**”) in the comments section (“**Comments**”) of the Sweepstakes Post.

Actions to enter the Sweepstakes that do not include the Sweepstakes Hashtag will not be counted as Sweepstakes Entries. You may include text in the applicable Comments in addition to the Sweepstakes Hashtag, but this is not required for entry (nor will the inclusion of additional text in any way increase your odds of winning a prize.) The term “**Sweepstakes Entry**” includes any text that accompanies the Sweepstakes Hashtag. **The text portion of Sweepstakes Entry must be limited to the Comments section of the Sweepstakes Post (during the applicable Entry Period); do not post or re-post any part of your Sweepstakes Entry on your Instagram account or elsewhere.**

BY SUBMITTING A SWEEPSTAKES ENTRY, YOU INDICATE THAT YOU HAVE READ, UNDERSTOOD AND FULLY AGREE TO THESE OFFICIAL RULES. DO NOT SUBMIT A SWEEPSTAKES ENTRY WITHOUT FIRST REVIEWING THESE OFFICIAL RULES.

Do NOT include personal information (e.g., name, e-mail address or phone numbers) about yourself or anyone else in the Sweepstakes Entry.

Once submitted, Sweepstakes Entries become the sole property of Sponsor (subject only to the rights of Instagram), and cannot be modified by entrant. Posting of a Sweepstakes Entry to the Comments of a Sweepstakes Post which is not thereafter deleted by Sponsor/Administrator does not constitute any representation of eligibility for Sweepstakes and the re-posting of any portion of a Sweepstakes Entry by Sponsor/Administrator does not constitute notification that you have won a prize. By submitting a Sweepstakes Entry, entrant gives permission to Sponsor and its designees and hereby grants Sponsor and its designees a royalty-free, irrevocable, perpetual, worldwide, sub-licensable, non-exclusive license (herein “**License**”) to use any portion of the Sweepstakes Entry on any media and through any means now known or hereafter devised, including without limitation, the World Wide Web, and to otherwise use the Sweepstakes Entry, and make derivative works therefrom, without compensation in accordance with the requirements of this Sweepstakes and the advertising, promotion, and publicity of the Sweepstakes, Sponsor’s products and services, and otherwise, as stated in these Official Rules (as solely determined by Sponsor). Such License will be required to be confirmed by entrant upon Sponsor’s request if entrant becomes a potential winner and in such event, entrant shall timely complete, sign and deliver any and all necessary documents, including without limitation, documents setting forth any licenses, releases and indemnities that Sponsor in its sole discretion may require, without condition or compensation of any kind. If Sponsor does not receive all such documentation from any potential winner within the prescribed timeframe, in each instance as required by Sponsor in its sole discretion, the potential winner will be disqualified and another potential winner will be selected.

Limit one (1) Sweepstakes Entry per person per Entry Period. Multiple entries and/or mass entry attempts (e.g., multiple Sweepstakes Entries) may result in disqualification of all Sweepstakes Entries related to such person/email address/Instagram account. Sweepstakes Entries must be manually key-stroked by the entrant; use of automated devices or programs, or Sweepstakes Entries by third parties by any method of entry, are prohibited. Sweepstakes Entries that do not conform to or that violate these Official Rules or are submitted in any manner other than as stated in these Official Rules will be disqualified. (Without limiting the foregoing, any comments posted outside of the Comments of Sweepstakes Post will NOT result in Sweepstakes Entry. This includes but is not limited to comments posted on an individual’s own Instagram account/page.) Sponsor and Administrator are not responsible for late, corrupted, garbled, inaccessible/blocked, incomplete or misdirected Sweepstakes Entries. All

Sweepstakes Entries must be posted to the Comments to the Sweepstakes Post in their entirety prior to the end of the applicable Entry Period. By entering the Sweepstakes, entrant agrees to these Official Rules and the decisions of the Administrator and Sponsor, which are binding and final, in all matters relating to this Sweepstakes.

You may only use one (1) Instagram account to participate in the Sweepstakes. All Sweepstakes Entries must comply with the Instagram terms of service and Instagram rules available at the Instagram website.

Data rates may apply for each message sent or received from your wireless device according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Sweepstakes. Mobile device service may not be available in all areas. Check your phone's capabilities for specific instructions.

- 6. SWEEPSTAKES ENTRY RESTRICTIONS/CONTENT GUIDELINES:** In addition to complying with all other requirements of these Official Rules and/or on the website/platform where persons may submit Sweepstakes Entries (i.e., Instagram); each Sweepstakes Entry must comply with the following guidelines ("**Content Guidelines**"). Sweepstakes Entries must be original and created for the sole purpose of this Sweepstakes and must be posted by the entrant.

Participation must be effected in accordance with these Official Rules. Once submitted, Sweepstakes Entries cannot be modified or supplemented by entrant. Joint/group Sweepstakes Entries are prohibited. No Sweepstakes Entries may be made (in whole or in part) on behalf of someone else.

Sweepstakes Entries: (i) must be the original and sole creation of the entrant, and all right, title and interest including but not limited to the copyright in any Sweepstakes Entry, must be owned solely by the submitting entrant; (ii) may not infringe upon any third party's rights, including but not limited to, copyright, patent or trademarks/tradenames/logos, or rights of privacy or publicity, or contain material that is or may be considered misleading, inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous, or portray or depict any person, product or entity in a false light*; (iii) may not violate any law, rule or regulation; (iv) may not contain any virus, bugs, or other deleterious material; (v) may not, for example but not limited to, contain content that reflects, advocates or promotes bigotry, racism, hatred, harm or exploitation of or against any class, group or individual, discrimination based on race, gender, religion, nationality, disability, sexual orientation or age, or actions or activities that are restricted, prohibited, illegal or unlawful (including without limitation, the consumption of alcohol or other controlled substances), defamatory statements, words or symbols widely considered offensive to individuals of any certain race, ethnicity, religious, sexual orientation or socioeconomic group, or threats to any person, place, business, group or world peace; (vi) may not be sexually explicit or suggestive, profane or pornographic or contain nudity; (vii) must have been created specifically for this Sweepstakes and not have been previously posted via social media or otherwise; and each entrant warrants and represents that his/her entry complies with all of those conditions. Sweepstakes Entries cannot contain, among other things, the trademark, tradename or logo of any third party or entity or product, cannot name or describe any person (living, dead, or fictional) other than the entrant, and cannot contain any material that is protected by copyright.

*Sponsor grants to each qualified entrant a limited, non-transferable, non-exclusive, non-sublicensable, revocable right to use its trademarks solely for purposes of and limited to including them in the Sweepstakes Entries; such right and license will automatically expire without further act of any party at the expiration of the Promotion Period, unless specifically extended on an individual basis by Sponsor in writing in its sole discretion. Any other use of Sponsor's and/or its licensors' trademarks will be a

violation of Sponsor's or its applicable licensor's intellectual property rights. Sponsor's items (including the trademarks) cannot be modified, adapted, or edited by entrant; the preceding only excludes modifications due to technological limitations or malfunctions.

SWEEPSTAKES ENTRIES REPRESENT SOLELY THE VIEWS/OPINIONS OF THE ENTRANT AND DO NOT REFLECT THE VIEWS/OPINIONS OF SPONSOR IN ANY MANNER. SPONSOR IS ACTING AS A PASSIVE CONDUIT FOR THE POSTING/PUBLICATION OF SWEEPSTAKES ENTRIES AND HAS NO OBLIGATION TO, AND EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONJUNCTION WITH, SCREENING, MONITORING OR REVIEWING THE CONTENT OF SWEEPSTAKES ENTRIES. SPONSOR WILL NOT EDIT OR MODIFY SWEEPSTAKES ENTRIES IN CONJUNCTION WITH THE SWEEPSTAKES.

7. **RANDOM DRAWINGS/SELECTION OF WINNERS/ODDS:** Potential prize winners will be selected in a series of random drawings on or about one business day following each Entry Period end date (as described in the Entry Periods chart above) from among all eligible entries received during the applicable Entry Period. Non-winning Sweepstakes Entries from an Entry Period will NOT be carried forward to subsequent Entry Period(s). For the avoidance of doubt, if a Sweepstakes Entry is otherwise in compliance with these Official Rules (including but not limited to the Content Guidelines in Section 6 above), the content of the Sweepstakes Entry will NOT be taken into account in the winner selection process. The drawing will be conducted by CSM Sports and Entertainment, Inc., an independent judging organization/Administrator whose decisions are final and binding on all matters related to the Sweepstakes.

Odds of winning depend on the total number of eligible Sweepstakes Entries received during the applicable Entry Period.

8. **PRIZES AND APPROXIMATE RETAIL VALUES ("ARV"):**

There will be forty (40) Prize winners (i.e., ten (10) winners per Entry Period).

Entry Period #1 Prize (ten (10) winners): Each Prize winner will receive one (1) Ghost-Spider Action Figure – Marvel Toybox and one (1) Venom Action Figure – Marvel Toybox. **ARV of each Prize: \$25.98.**

Entry Period #2 Prize Winner (ten (10) winners): Each Prize winner will receive one (1) Avengers Deluxe Figurine Play Set (exact items to be determined by Sponsor in its sole discretion). **ARV of each Prize: \$26.99.**

Entry Period #3 Prize Winner (ten (10) winners): Each Prize winner will receive one (1) Wolverine Cosbaby Figurine. **ARV of each Prize: \$22.99.**

Entry Period #4 Prize Winner (ten (10) winners): Prize winner will receive one (1) Black Widow Special Edition Collectible Key. **ARV of Prize: \$12.99.**

Any costs and incidentals not specified herein are the winner's sole responsibility. Prize winners should allow up to 4-6 weeks after verification for prize award. No substitution or transfer of prizes except with Sponsor's permission or where required by law. Sponsor in its sole discretion may award a substitute prize or prize component of equal or greater value if advertised prize/prize component is unavailable at time of awarding for any reason. Any images of prizes/prize components in advertising are for illustrative purposes only and actual items awarded as prizes/prize components may differ from such images; and, Sponsor and Administrator expressly disclaim any and all liability in conjunction therewith. Prizes will only be delivered to street addresses within the United States. Prizes will be

shipped via private delivery service of Sponsor's sole choosing and winner's signature will be required for prize acceptance.

All taxes (including, without limitation, U.S. federal, state and local taxes (including, but not limited to income and withholding taxes), 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 descriptions are the sole responsibility of the Winner. Non-residents of California are subject to the California withholding tax of 7% of the prize value, when applicable.

Limit one (1) prize per person.

- 9. WINNER NOTIFICATION:** Potential winners will be notified by direct message from the Disney Instagram Account approximately one (1) business day following the end of each Entry Period. It is recommended that you confirm your Instagram notification settings are turned on; it is your sole responsibility to configuring your Instagram privacy settings so that you are able to receive a direct message from the Disney Instagram Account. The initial verification notice (via Instagram direct message) will request that each potential winner email the Administrator at a specific email address with specific personal information (e.g., full name, address, phone number, date of birth, Instagram username) within twenty-four (24) hours after the notice is sent. Failure to respond to the initial verification notice within twenty-four (24) hours after the notice is sent with all required information will result in disqualification. Potential winners may be required to sign and return, within three (3) business days of request by Administrator, an Affidavit of Eligibility, Release and Indemnification, a Publicity Release where allowed by law and W-9 Form ("**Winner Documents**"). If the completed Winner Documents are not returned by a potential winner to Sponsor within the specified time period, the potential winner may be disqualified. If any potential winner is disqualified for any reason, or if prize is returned as undeliverable, the entrant will forfeit his/her status as a winner, without compensation of any kind and the prize will be awarded to alternate winner selected from all remaining non-winning eligible entries received during the applicable Entry Period.

In the event of any dispute concerning the identity of any entrant, the entry will be deemed submitted by the natural person who is the authorized account holder of the e-mail account corresponding to the Instagram account used for entry. "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 and he/she must fully comply with these Official Rules.

- 10. CONDITIONS AND LIMITATIONS OF LIABILITY:** By participating in this Sweepstakes, entrants agree to release and hold harmless Sponsor and Administrator, and each of their respective officers, directors, employees, agents and representatives and each of their respective successors, representatives and assigns, as well as Facebook, Inc. (collectively, the "**Released Parties**") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Sweepstakes and/or acceptance, receipt, possession or use/misuse of the prize/prize components. By entering, entrants also authorize the Sponsor and its designees to use their name, voice, likeness, photograph, prize information (if applicable), biographical data and city and state/province of residence in programming, advertising and/or promotional material or on a winners' list (if applicable) without compensation to the extent permitted by law. Sponsor is 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 sole discretion, without obligation or compensation. All federal, state and local laws and regulations apply. All content in Sweepstakes Entries become the property of the Sponsor.

Sponsor and its agencies are not responsible for failed, partial or garbled computer transmissions, or for technical failures of any kind affecting the Sweepstakes in any manner, including but not limited to

electronic malfunction or damage of any network, hardware or software. If for any reason the Sweepstakes 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 Sweepstakes (including entries or otherwise), Sponsor reserves the right, in its sole discretion, to disqualify any individual, whether or not the individual is a participant in the Sweepstakes, who tampers with the entry process, and to terminate, modify or suspend the Sweepstakes. In such event, Sponsor reserves the right to conduct the Sweepstakes and award the prize(s) of the affected Entry Period(s), in a manner which is fair, appropriate and consistent with these Official Rules, as determined by Sponsor in its sole discretion. Notice of termination/modification/suspension of Sweepstakes will be posted on the Disney Instagram Account. Sponsor assumes no responsibility for 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 or participation to be received on account of technical problems or traffic congestion on the Internet or at any website/platform, or any combination thereof, including any injury or damage to any individual's computer related to or resulting from participation in or downloading any materials from this Sweepstakes. Failure of Sponsor or Administrator to enforce any provision of these Official Rules shall not constitute the waiver of such provision.

Entrants agree not to knowingly damage or cause interruption of the Sweepstakes and/or prevent others from participating in the Sweepstakes. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE, WEBSITE OR PLATFORM OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY INDIVIDUAL, WHETHER OR NOT THE INDIVIDUAL IS A PARTICIPANT IN THE SWEEPSTAKES, MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.

SPONSOR MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATING TO THE USE OF ANY PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **DISPUTES:** To the fullest extent permitted by law, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Central District of California or an appropriate California State Court; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant and Sponsor in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.
12. **PRIVACY POLICY.** Personal information provided to Administrator or Sponsor in connection with the Sweepstakes is subject to Sponsor's privacy policy, available at <http://disneyprivacycenter.com>.

13. WINNERS' LIST: For the names of the winners, send an email to winnerslist@csm.com with "#MarvelMania Sweepstakes Winners" in the subject line, for receipt no later than 11/20/2020 at 5:00 pm ET.