

## Disney Backstage Collection: Easter Egg Hunt Contest

### OFFICIAL RULES

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE IMPROVE ONE'S CHANCES OF WINNING.**

- 1. SPONSOR:** Disney Shopping, Inc. ("Sponsor"), 1101 Flower St., Glendale CA 91201, is solely responsible for all aspects of the Disney Backstage Collection: Easter Egg Hunt Contest ("Contest").
- 2. ELIGIBILITY:** To be eligible for this Contest, at the time of entering you must be: **[a]** a natural person legally residing in, and physically located within, the 50 United States or the District of Columbia (collectively, "Territory"); **[b]** 18 years of age or older or the age of majority in your state of primary residence (whichever is older); and **[c]** not an employee of Sponsor or their parent, subsidiary, affiliated or successor companies, or the advertising, promotional or fulfillment agencies of any of them (individually and collectively, "Entities"), nor a household member or immediate family member of any such employee. "Household member" shall mean people who share the same residence at least three (3) months a year. "Immediate family member" shall mean parents, step-parents, children, step-children, siblings, step-siblings or spouses. Void where prohibited.
- 3. HOW TO ENTER:** This Contest will commence at 9:00 A.M. Pacific Time ("PT") on April 10, 2020, and ending when a winner is identified or at 11:59 P.M. PT on April 13, 2020, whichever is earlier ("Entry Period").

To participate in the Contest, you must have an active Instagram account ("Account"). You can sign up for a free Instagram Account at <https://www.instagram.com> or by downloading the Instagram application on your compatible mobile device and following the instructions provided. Once you have logged into your Account, you may enter the Contest by: **[i]** following @shopDisney, @disneyd23, and @disneymovieinsiders on Instagram; **[ii]** identifying the Contest clues – one will be posted on each account at some point on or around April 10, 2020; and **[iii]** commenting on the sweepstakes announcement post on @shopDisney on Instagram with your answer to all three clues, including the hashtag "#shopDisneyContest" (the "Contest Hashtag") in the comments. Doing all three (3) of the foregoing creates one (1) "Entry" into the Contest (collectively referred to herein as "Entries"). In order for an Entry to be valid, your comment must be public and viewable by the Sponsor, must be in good taste (see Section 4), and must otherwise comply with these Official Rules. All incomplete or non-conforming Entries will be disqualified. Instagram comments must comply with Instagram's Terms of Use, located at <https://help.instagram.com/478745558852511>.

**BY ENTERING THE CONTEST AS DESCRIBED ABOVE, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTOOD AND FULLY AGREE TO THESE OFFICIAL RULES ("RULES") AS WELL AS SPONSOR'S TERMS OF USE, LOCATED AT [HTTPS://DISNEYTERMSOFUSE.COM](https://disneytermsofuse.com). DO NOT ENTER WITHOUT FIRST REVIEWING THESE OFFICIAL RULES AND SPONSOR'S TERMS OF USE.**

- 4. ENTRIES:** By submitting an Entry, you agree that your Entry will not contain any content that would infringe or violate any right of a third party, including without limitation: **[a]** copyright, patent, trademark, trade secret or other proprietary or contractual rights; **[b]** rights of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) or publicity; or **[c]** any confidentiality obligations.

In addition to the foregoing requirements, Entries may not contain, and Sponsor in its sole discretion may disqualify, any Entry that: **[a]** is sexually explicit or suggestive, dangerous, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contains nudity; **[b]** promotes alcohol, illegal drugs, tobacco or firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; **[c]** is obscene or offensive, or endorses any form of hate or hate group; **[d]** defames, misrepresents or contains disparaging remarks about Sponsor, or other products, people or companies; **[e]** contains trademarks, logos or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, or advertises or promotes any brand or product of any kind, without permission, or contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; **[f]** contains copyrighted materials owned by others (including music, photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) without permission; **[g]** contains materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission; **[h]** communicates messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and/or **[i]** is in violation of any law or regulation.

By submitting an Entry, you hereby grant Sponsor and its licensees, distributors, agents, representatives and other authorized users a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable (in whole or in part) worldwide license under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights you own or control to use, reproduce, transmit, display, exhibit, distribute, index, comment on, modify, create derivative works based upon, perform and otherwise exploit such Entries, in whole or in part, in all media formats and channels now known or hereafter devised (including on Sponsor's websites, on third party websites, on Sponsor's broadcast and cable networks and stations, on Sponsor's broadband and wireless platforms, products and services, on physical media, and in theatrical release) for any and all purposes including entertainment, news, advertising, promotional, marketing, publicity, trade or commercial purposes, all without further notice to you, with or without attribution, and without the requirement of any permission from or payment to you or to any other person or entity.

**5. LIMITATIONS:** Your Entry must be received during the Entry Period. In the event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the person in whose name the Account is registered. Entries by any method other than as set forth above are void. Any use of automated or programmed methods of effecting Entry is prohibited. Neither the Entities, nor any of their respective officers, directors, shareholders, employees, agents or representatives (individually and collectively, "Releasees") are responsible for Entries from persons residing or physically located outside the Territory, for entries that are altered, delayed, deleted, destroyed, forged, fraudulent, improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, late, lost, misdirected, multiple, non-delivered, stolen, tampered with, unauthorized, unintelligible or otherwise not in compliance with these Rules, or for lost, interrupted or unavailable network, server or other connections, miscommunications, failed phone, computer hardware or software or telephone transmissions, technical failures, unauthorized human intervention, traffic congestion, garbled or jumbled transmissions, undeliverable emails resulting from any form of active or passive email filtering, insufficient space in your email account to receive email, or for other errors of any kind, whether due to electronic, human, mechanical, printing, production or technical errors or other causes, even if caused by the negligence of any of the Releasees. Each of such potential Entries will be disqualified and any attempt by a person to use multiple Accounts to register more than once may result in disqualification at Sponsor's sole discretion. Void where restricted by law and subject to all applicable federal, state, provincial, territorial, local and municipal laws and regulations. Proof of submission of Entry does not constitute proof of receipt of same. Releasees are not responsible for any changes or unavailability of the Instagram application that may interfere with the Contest (including any limitations, any restrictions, or any conditions on Sponsor's ability to use Instagram for the Contest as set forth herein) or ability of entrant to timely enter, receive notices or communicate with Sponsor via Instagram, in which case Sponsor, in its sole discretion, may terminate or modify the Contest.

**6. WINNER SELECTION:** Entries must be received during the Entry Period. The first Entry by Instagram timestamp with the correct answers to all three correct Contest clues will be deemed the winner, provided that the winning comment is received during the Entry Period and the potential winner satisfies all eligibility requirements.

**7. PRIZE AND APPROXIMATE RETAIL VALUE (“ARV”): ONE (1) PRIZE is available to be won.** The winner will be awarded one (1) three (3) month subscription to the Disney Backstage Collection (three (3) monthly canisters), with an ARV of US \$119.97.

Limit one (1) prize per person. If the actual value of a prize is less than the stated ARV, the difference will not be awarded. Winner is not entitled to exchange or transfer prizes or to obtain cash or other substitutes, except Sponsor reserves the right to substitute a prize or portions thereof of equal or greater value if a prize listed or any portion thereof is unavailable for any reason. All federal, state, and local taxes are the sole responsibility of the winner. All prizes will be awarded provided prizes are validly claimed by April 16, 2020.

**8. PRIVACY POLICY/DATA COLLECTION:** Information provided by you for this Contest is subject to Sponsor’s privacy policy located at <http://disneyprivacycenter.com> (“Privacy Policy”).

**9. WINNER NOTIFICATION:** On or about three (3) days after a potential winner is selected in a Drawing, Sponsor will notify the potential winner via Instagram Direct or by posting a comment to the potential winner’s Entry on Instagram. Upon initial notification by Sponsor, a potential winner will need to provide his or her contact information (email and/or phone number), as requested by Sponsor, as follows: **[i]** if Sponsor notifies the potential winner via Instagram Direct, the potential winner must respond to Sponsor’s Instagram Direct message with his or her contact information; or **[ii]** if Sponsor posts a comment to the potential winner’s Entry on Instagram, the potential winner must contact Sponsor at the email address or phone number provided by Sponsor and provide Sponsor with his or her contact information.

Sponsor is not responsible for changes to the Instagram Direct feature, the Instagram comment function or email functionality issues that may interfere with winner notification. The potential winner must meet all eligibility requirements. The potential winner may be required to sign and return to Sponsor, within two (2) days of the date notice is sent, an affidavit of eligibility, and a liability/publicity release (except where prohibited).

**At the sole discretion of the Sponsor, disqualification and forfeiture of a prize may result from any of the following:** **[a]** potential winner’s failure to respond to Sponsor within three (3) days of Sponsor’s first notification attempt; **[b]** the return of Sponsor’s notification message as undeliverable after two (2) attempts; **[c]** potential winner’s failure to provide Sponsor with satisfactory proof of eligibility; **[d]** potential winner’s failure to validly claim a prize by April 16, 2020; **[e]** potential winner’s failure to make their Account public and viewable by the Sponsor as described above; **[f]** potential winner’s prior receipt of a prize pursuant to the Contest; and **[g]** any other non-compliance with these Rules. All federal, state and local taxes are the sole responsibility of the winner.

**10. CONDITIONS:** By submitting an Entry in this Contest and/or accepting a prize, you agree that: **[a]** you will abide by and be bound by these Rules and Sponsor’s decisions regarding this Contest, which shall be final and binding in all respects; **[b]** the Entry will not be acknowledged or returned; **[c]** you release and hold harmless the Releasees and Instagram from any and all liability for claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part,

directly or indirectly, from participation in this Contest, including without limitation, the Entry process or selection of an Entry, the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of the prizes and/or any interaction with, or downloading of Contest information; [d] the Releasees do not make any representation, warranty or guarantee, express or implied, relating to these Contest or to the prizes; [e] winner's acceptance of a prize constitutes the grant to Sponsor and assigns an unconditional right to use winner's name, address (city and state, province or territory only), voice, likeness, photograph (including without limitation, such winner's Account profile photo), biographical and prize information and/or statements about these Contest for any programming, publicity, advertising and promotional purposes without additional compensation, except where prohibited by law; [f] in the event viruses, bugs, unauthorized human intervention, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism, acts or regulations by Instagram, or other matters beyond the Sponsor's reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of these Contest, so that they cannot be conducted as originally planned, Sponsor has the right, in its sole discretion, to modify the Rules or to cancel, modify, terminate or suspend these Contest; and in such event, to select winner/s by such method as Sponsor in its sole discretion shall consider equitable; [g] the Releasees are not responsible for typographical or other errors in the offer or administration of these Contest, including but not limited to errors in the advertising, Rules, selection and announcement of the winner and distribution of the prizes; [h] the Releasees are not responsible for any inability of any winner to accept or use a prize for any reason; [i] the Sponsor has the right, at any time and at its sole discretion, to disqualify you, if it suspects you are doing any of the following: (i) tampering or attempting to tamper with the entry process or the operation of these Contest or the Sponsor's @shopDisney accounts on Instagram; (ii) violating the Rules; (iii) violating the terms of service, privacy policy or other terms, conditions of use and/or general rules or guidelines of any Contest property or service; (iv) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, defraud, threaten or harass any other person; or (v) for any other good cause as determined solely by the Sponsor; and [j] Sponsor has the right to modify the prize award procedures at its sole discretion.

**11. DISPUTES:** Entrant agrees that: [a] any and all disputes, claims and causes of action at law or in equity arising out of or connected with this Contest or the prizes awarded, other than those concerning the administration of the Contest or the determination of the winner, shall be resolved individually, without resort to any form of class action; [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 attorney's fees; and [c] under no circumstances will entrant be permitted to obtain awards for, and entrant 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. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, 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. WINNER'S LIST:** After April 16, 2020 and before May 15, 2020, for a names of the winner, send a request along with a self-addressed, stamped #10 envelope to: Disney Backstage Collection: Easter Egg Hunt Contest, 1101 Flower St., Glendale, CA 91201.

***This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram.***