

**DISNEY CRUISE LINE® CAPTURING 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, USA.
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 Cruise Line® Capturing The Magic Contest* (“Contest”) is open to legal residents of the 50 United States, the District of Columbia, Canada (excluding the Province of Quebec), and the United Kingdom (“Territory”), who are at least 18 years of age, or the age of majority in his/her jurisdiction of residence, and who have completed a *Disney Cruise Line* trip as of August 8, 2017. Officers, directors, and employees, and members of their household or immediate family (*i.e.*, parents, children, spouse, siblings, grandparents, 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, all United States Territories and Possessions, Quebec, outside of the Territory, and where prohibited or restricted by law.***
4. **HOW TO ENTER:** The Contest begins on 12:00:00 PM (noon) Eastern Time (“ET”) on August 9, 2017 and ends at 11:59:59 PM ET on November 8, 2017 (the “Contest Period”). The Contest consists of three separate entry phases (each, an “Entry Phase”), each followed by a judging period (each, a “Judging Phase”) as set forth in the chart below:

Entry Phase	Start Date and Time (all times ET)	End Date (at 11:59:59 PM ET)	Judging Phase
1	August 9, 2017 at 12:00 PM	September 8, 2017	September 11 – 15, 2017
2	September 9, 2017 at 12:00 AM	October 8, 2017	October 9 - 13, 2017
3	October 9, 2017 at 12:00 AM	November 8, 2017	November 9 - 15, 2017

Entries submitted in an Entry Phase do not carry forward into subsequent Entry Phases. The Administrator’s computer is the official Contest clock.

During an Entry Phase, an eligible contestant (“Contestant”) must visit DisneyCruiseMemoriesatSea.com (“Website”) and enter his/her valid e-mail address. If it is

the Contestant's first time entering the Contest, the Contestant must enter by providing the information requested on the registration form, which may include without limitation: his/her complete first and last name (initials are not permitted), and affirmation that he/she has read and agrees to be bound by these Rules.

A Contestant must then follow the on-screen prompts to submit a story about his/her best Disney Cruise Line memory ("Memory") not to exceed 4,000 characters, and upload either: (i) up to five original photographs (each, a "Photo") each not to exceed 5 MB in size, or (ii) one original video ("Video") not to exceed one minute in duration and 50 MB in size, depicting the Memory. Note that a Video may NOT include any music. After uploading a Photo or Video, the Entrant will be required to check a box confirming that he/she is the owner of the Photo/Video. The Memory and the Photo/Video are collectively referred to as an "Entry".

Limit one Entry per Contestant per Entry Phase. A unique Entry may only be submitted once. If the same Entry is entered more than once, all subsequent Entries submitted during the Contest Period using that same Entry will be void, and the Contestant may, in Sponsor's sole discretion, be disqualified. For clarity, a Contestant may submit multiple Entries but each Entry must be unique and different Memory and Photo/Video.

By submitting an Entry, a 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 the above terms, The Entry Guidelines and Requirements as set forth in Section 5 of these Rules or any other provision of these Rules

Note: If a Contestant accesses the Website on his/her mobile device to enter this Contest, the Contestant's wireless service provider may charge the Contestant for applicable data charges. Contestants should consult their wireless service provider regarding its pricing plans. Message and data rates may apply. Contestants should review their mobile device's capabilities for specific mobile application instructions.

5. ENTRY GUIDELINES AND REQUIREMENTS: Each Entry:

- Must be in English or commonly understood foreign words;
- Must describe a Contestant's personal memory from a Disney Cruise Line vacation;
- Must include either (i) a Photo not to exceed 5 MB, in one of the following file formats: .JPG, .JPEG, .GIF, or .PNG; or (ii) a Video not to exceed one minute and 50 MB, in one of the following file formats: .MOV, .MPEG, .WMV, or .MP4;
- If a Video, must not include music;
- Must not contain material that violates or infringes the rights of any entity or person (whether living or deceased), including, but not limited to, privacy, publicity, copyright or other intellectual property rights;
- Must have approval from any persons appearing in the Photo/Video, and the Contestant must be able to provide express written consent of every such person appearing in the Photo/Video to Sponsor and/or Administrator if requested;
- Must not disparage Sponsor or Administrator;

- Must not include any personally identifiable information of any person, such as full name, address or phone number;
- Must be the Contestant's original work;
- Must not prominently feature 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 prescription drugs, illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of marijuana, 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 bullying, 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 reserves the right to disqualify the Contestant and the Entry will not be eligible to win.

6. SPONSOR'S INTELLECTUAL PROPERTY ("IP") AND GENERAL ENTRY TERMS:

Sponsor grants each Contestant a limited, revocable, non-sublicenseable 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, irrespective of the limited, revocable, non-sublicenseable license granted to Contestant in these Rules, each Contestant recognizes that all rights, title, and interest in Sponsor's IP shall remain exclusively with 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. 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. Each Contestant agrees that the use of Sponsor's IP is permitted only for the purpose of making an 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.

Except for Sponsor's IP that may be within an Entry, 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, worldwide, 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, without limitation, the right to sublicense to further third parties. Additionally each Contestant consents to the use of the name, statements, photographs, videos, audio (including, without limitation, voice) recordings and likenesses of himself/herself and 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 any or all of the rights Contestant is granting to use the Entry and Contestant Materials.

- 7. JUDGING AND SELECTION OF THE CONTEST WINNERS:** During each Judging Phase all such selected Entries will be judged by a panel of qualified judges ("Judges") to determine one potential Entry Phase winner (each, an "Entry Phase Winner"). The Judges will score each Entry according to the following weighted judging criteria (collectively, "Judging Criteria"): (1) Quality of Entry – 33%; (2) Relevance to the Contest theme – 34%; and (3) Originality of Entry – 33%. The Contestant whose Entry receives the highest score from the Judges in an Entry Phase will be deemed the potential Entry Phase Winner. 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 Entry Phase Winner for that Entry Phase. Each potential Entry Phase Winner will be notified on or about one business day after the conclusion of the specific Judging Phase.

Once all three Entry Phase Winners have been confirmed as set forth in Section 9 of these Rules, a new panel of Judges will judge the winning Entries using the same Judging Criteria to determine the one potential "Grand Prize Winner". The potential Grand Prize Winner will be notified on or about November 17, 2017.

In no event will there be more than one Entry Phase Winner per Entry Phase and no more than one Grand Prize Winner during the entire Contest.

Each Contestant and the potential winner is subject to review of eligibility and confirmation of their compliance with these Rules. Decisions of the Judges are final and binding. In the event of a dispute as to the identity of the winning Contestant, the identity shall be determined by the Sponsor based on 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 associated with the Entry. Each Contestant may be required to show proof of being an authorized account holder. Sponsor reserves the right to disqualify any Contestant and/or Entry in its sole and absolute discretion.

8. PRIZES & APPROXIMATE RETAIL VALUE ("ARV"):

A. Entry Phase Prizes (3): Each Entry Phase Winner will receive a \$500 USD Disney Gift Card ("Entry Phase Prize"). Each Disney Gift Card is subject to restrictions. The ARV of each Entry Phase Prize is \$500 USD / \$672 CAD / £384.70.

B. Grand Prize (1): One Grand Prize Winner will receive a 3-Night Bahamian *Disney Cruise Line* vacation for four persons (Grand Prize Winner and three guests) to be taken aboard the *Disney Dream* ("Grand Prize"). The 3-Night Cruise shall consist of the following:

- i. Four round trip coach airfares between the major commercial gateway airport closest to the Grand Prize Winner's residence and Orlando International Airport, if the Grand Prize Winner resides outside a 200 mile radius of Port Canaveral, Florida. If the Grand Prize Winner resides within a 200 mile radius of Port Canaveral, Florida, one *Disney Cruise Line* Terminal parking pass will be provided for one vehicle.
- ii. Round trip ground transportation from Orlando International Airport to Port Canaveral, Florida.
- iii. A 3-night Bahamian Cruise on the *Disney Dream* leaving from Port Canaveral, Florida for four person and includes:
 1. 1 stateroom aboard the *Disney Dream*. Maximum occupancy four people.
 2. All meals onboard the Cruise Ship (with the exception of Palo and Remy Fine Dining).
 3. Pre-paid gratuities, Government Taxes and Fees (as defined on the *Disney Cruise Line* website at <http://disneycruise.disney.go.com/>).

The ARV of the Grand Prize is \$6,549.32 USD / \$8,212.78 CAD / £5,039.33.

The following conditions apply:

- 1) The Grand Prize must be booked at least 45 days prior to the intended travel dates and must be taken between January 1, 2018 and December 31, 2018. Please go to www.disneycruise.com to view available sail dates. Block-out dates: March 30, 2018, July 13, 2018, July 20, 2018, December 21, 2018, or December 28, 2018.
- 2) Vacation is for the Grand Prize Winner and up to 3 "Guests" of the Grand Prize Winner's choosing.
- 3) Each Guest must be at least 18 or the age of majority in his/her jurisdiction of residence, unless such Guest is the child or legal ward of the Grand Prize Winner. If a Guest is a minor and not the child or legal ward of the Grand Prize Winner, the parent/legal guardian of such Guest must also accompany the minor Guest. Any minor child must be accompanied at all times by his/her parent/legal guardian who is at least twenty-one (21) years of age. Such parent/legal guardian will be deemed

- to be one of the Grand Prize Winner's Guests (unless such parent/legal guardian is the Grand Prize Winner). If the Grand Prize Winner is under twenty-one (21) years of age, the Grand Prize Winner must be accompanied by an adult at least twenty-one (21) years of age. Such adult who is at least 21 years of age will be deemed to be one of the Grand Prize Winner's Guests.
- 4) Grand Prize fulfillment is subject to availability and restrictions at *Disney Cruise Line* and airline seat availability. Travel may not occur during cruise ship or airline block-out periods.
 - 5) The Grand Prize may not be sold, traded, transferred, refunded, commissioned or redeemed for cash value.
 - 6) The Grand Prize elements may not be substituted and vacations are non-commissionable.
 - 7) Grand Prize Winner and Guests are responsible for providing proper citizenship documentation to travel which may include passports, valid alien registration card and/or necessary visas. Those without proper citizenship documentation will be denied boarding. It is the Guests' responsibility to check with their travel agent, government agencies, embassies or consulates prior to their vacation to ensure that they have proper citizenship documentation. U.S. Citizens can also visit the State Department's travel website at www.travel.state.gov, or call the U.S. National Passport Information Center at (877) 4USA-PPT for more information. Guests of all ages are strongly encouraged to obtain passports.
 - 8) Actual final retail value of trip may be higher or lower based on departure. Grand Prize elements may be subject to additional restrictions. Grand Prize Winner and all Guests must travel together on specified itinerary. All travel dates and arrangements are subject to change based on availability and providers approval. Any portion of a Grand Prize not accepted by Grand Prize Winner will be forfeited.

Please note: The Grand Prize Winner will not receive difference between actual and approximate retail value. Sponsor will determine airline and flight itinerary in its sole discretion. Tickets issued in conjunction with this Sweepstakes have zero cash value. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel may not be permitted on any dates other than listed above. All travel dates are subject to approval by Sponsor in its sole discretion. Positive identification will be required at time of check-in. Checked luggage fees may apply, fees are charged each way, and are subject to change. Changes to reservations, once made, are not permitted. A per ticket surcharge will apply for paper tickets issued in markets where electronic ticketing is available. Substitutions will not be allowed. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, port adventures, shore excursions, travel insurance, nursery charges, laundry service, spa treatments, alcoholic beverages, local and long distance telephone calls, ship to shore communications including internet, merchandise and souvenirs, incidental expenses, additional tips and gratuities, income and other taxes, transportation between Grand Prize Winner's home and gateway airport, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, and all other costs and expenses not otherwise mentioned herein are the responsibility solely of the Grand Prize Winner. Guests must execute liability/publicity

releases prior to issuance of travel documents. The Grand Prize Winner and guests are solely responsible for obtaining identification documents necessary for entering into and travel within the U.S. (if a Canadian or United Kingdom resident) and points of destination (all U.S., Canadian, and United Kingdom residents). If a winner is a Canadian or United Kingdom resident he/she and his/her travel companions must be able to travel to and within the United States of America, and return to Canada/United Kingdom unimpeded. Sponsor is not responsible if for any reason Winner or travel companions are denied entry. A valid passport with 6 months validity remaining from the last date of travel will be required for all travelers. It is the Grand Prize Winner and each of his/her Guests' responsibility to check with their government agencies, embassies or consulates prior to their vacation to ensure that they have proper citizenship documentation. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates.

The Grand Prize may not be bartered, transferred, sold, or redeemed for cash value in whole or in part. Grand Prize elements may not be substituted and Grand Prize is non-commissionable. Sponsor, in its sole discretion, reserves the right to substitute the Grand Prize for one of equal or greater value if the designated Grand Prize should become unavailable for any reason or unreasonably difficult to fulfill. Federal, state, provincial, territorial, and local taxes and all other expenses not specified herein are the Grand Prize Winner's sole responsibility. Should the Grand Prize Winner elect to travel with fewer than 3 Guests, no additional compensation will be provided.

The Grand Prize Winner and his/her Guests 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 Guests 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 Guests 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 Guest(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.

- C. General Prize Conditions:** Winner's acceptance of a prize and/or the participation in a prize by a winner and any guest of a winner constitutes the grant to Sponsor and Sponsor's affiliates of an unconditional right and **transferable and irrevocable** license to use winner and winner's guest's(s') full name, any aliases, biographical data, voice, and reproductions or renderings of physical likeness (as the same may appear in any still camera photograph, video, and/or any other form), in whole or in part, in all media formats, platforms, and channels now known or hereafter devised, in perpetuity, throughout the universe, for any and all purposes, including, but not limited to advertising, promotion, marketing, publicity, trade or commercial purposes, all without further notice to winner and/or winner's guest's(s'), with or without attribution, and without compensation, except where prohibited by law, and winner and guests hereby release the Releasees (as defined below in Section 10) from any claims or liability arising out of or with respect to such use. If requested, Contestant and/or any guest will sign any documentation that may

be required for Sponsor or its designees to make use of any or all of the rights Contestant and any Guest is granting in this paragraph.

All costs and expenses not specifically included herein are solely each winner's responsibility. Sponsor bears no responsibility if any event, element or detail of a prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of a prize become unavailable, the Sponsor shall have no obligation to the winner aside from providing the remaining portion of the prize, minus any unavailable event, element or detail.

SPONSOR, ITS PARENT, RELATED, AFFILIATED, AND SUBSIDIARY COMPANIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND ASSIGNS ARE HEREBY RELEASED AND DISCHARGED FROM ANY AND ALL LEGAL CLAIMS, LOSSES, EXPENSES, LIABILITIES, INJURIES, DEMANDS, DAMAGES, ACTIONS, AND/OR CAUSES OF ACTION THAT ARISE OUT OF AND/OR ARE IN ANY WAY RELATED TO A PRIZE, THE RECEIPT, USE AND/OR ENJOYMENT OF A PRIZE AND/OR THE CONTEST. All benefits and payments are personal to a winner and are not redeemable for cash and are neither assignable nor transferable.

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

- 9. NOTIFICATIONS TO PRIZE WINNERS AND REQUIREMENTS TO CLAIM A PRIZE:** Each potential Entry Phase Winner will be notified by e-mail on or about 1 business day from the conclusion of the applicable Entry Phase's Judging Phase. The potential Grand Prize Winner will be notified by e-mail on or about November 17, 2017. At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate winner may result from any of the following: **[a]** potential winner's failure to (i) respond to Administrator's verification e-mail within 5 calendar days from the date the verification e-mail is sent, or (ii) in the case of the potential Grand Prize Winner, return the travel questionnaire within 14 calendar days from the date it is postmarked as sent by Sponsor or Administrator; **[b]** the e-mail notification sent by Sponsor/Administrator is returned as undeliverable after 3 attempts; **[c]** potential 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, his/her Social Security Number as required by law), if a US resident, or a Declaration of Eligibility/Liability/Publicity Release, if a Canadian or United Kingdom resident, within 5 calendar days from the date the form is sent to the potential winner. **Federal, state, provincial, territorial, and local taxes and all other expenses not specified herein are the winner's sole responsibility. The**

award of the Prize is subject to applicable withholding requirements. In the event that a potential Entry Phase Winner is disqualified for any reason or does not accept the Entry Phase Prize, Sponsor, in its sole and absolute discretion, will award that Entry Phase Prize to the Entry submitted into that Entry Phase with the next-highest overall score based on the Judging Criteria, subject to verification of eligibility and compliance with these Rules. In such case where an Entry Phase Prize is not accepted or where the Entry Phase Winner has forfeited, there will, as necessary, be up to 3 alternate winners contacted in order based on overall score from the Judging Criteria, after which the Entry Phase Prize, if not accepted by an eligible winner, will not be awarded. In such case where the Grand Prize is not accepted or where the Grand Prize Winner has forfeited, there will, as necessary, be up to 2 alternate winners contacted in order based on overall score from the Judging Criteria, after which the Grand Prize, if not accepted by an eligible 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 the Contest, including without limitation, participation 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 in contravention of these Rules, 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 any individual utilizing the same. Sponsor and/or 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 Sponsor and/or Administrator, the Contest is compromised by viruses, bugs, non-authorized human intervention or other causes that corrupt or inhibit, or may corrupt or inhibit the administration, security, fairness or intended proper play of the Contest, so that it cannot be conducted as originally planned or intended, Sponsor and/or Administrator have the right, in their sole respective 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 winner 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 TO THE CONTEST, ANY PRIZE OR ANY COMPONENT OF A PRIZE OR THE CONTEST. AS SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR 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 AND TERMS OF USE: Any personally identifiable information collected during a Contestant's participation in the Contest is subject to Sponsor's privacy policy (<http://disneyprivacycenter.com/>), and by submitting an Entry, Contestant agrees to Sponsor's terms of use (<http://disneytermsofuse.com/>). In the event of a conflict between Sponsor's terms of use and the Rules, the Rules will prevail.

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 without regard to conflicts of laws provisions thereof. 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 USA (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.** ANY CLAIM FOR DAMAGES SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM. ONLY SPONSOR AND/OR ADMINISTRATOR MAY RESCIND THIS CONTEST AND/OR SEEK INJUNCTIVE AND/OR ANY OTHER EQUITABLE RELIEF. CONTESTANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY CONTESTANT AND/OR RELEASEES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. 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, liabilities, 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 a prize.

14. GENERAL TERMS & AGREEMENT TO RULES: By entering the Contest, Contestants agree to abide by these Rules. In no event will more than 3 Entry Phase Prizes and 1 Grand Prize be awarded. The Contest is subject to all applicable federal, state, provincial, territorial, and local laws. In connection with any Entry you submit to Sponsor for the purposes of the Contest, you agree that creative ideas, suggestions or other materials you submit are not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between you and Sponsor in any way, and that you have no expectation of review, compensation or consideration of any type.

15. WINNER LIST: To obtain a listing of the winner's name, send a properly stamped self-addressed envelope, to be received by January 9, 2018, to: Disney Cruise Line Capturing The Magic Contest Winner List, P.O. Box 251328, West Bloomfield, MI 48325 USA.

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

All currency conversions based on listed exchange rate as of July 21, 2017.

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