

**DISNEY AULANI 'OHANA VILLAS 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.  
MANY WILL ENTER, ONLY 1 WILL WIN.**

1. **SPONSOR:** Disney Destinations, LLC ("**Sponsor**"), 777-A Flower Street, Glendale, CA 91201.
2. **ADMINISTRATOR:** Prize Logic, LLC ("**Administrator**"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033, the independent agency administering this contest.
3. **ELIGIBILITY:** The *Disney Aulani 'Ohana Villas Contest* ("**Contest**") is open to legal residents of the fifty (50) United States and the District of Columbia ("**Territory**"), who are at least eighteen (18) years of age, or the age of majority in his/her jurisdiction of residence, as of the date of entry. Officers, directors, 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, 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 July 15, 2019 and ends at 11:59:59 PM ET on August 9, 2019 (the "**Entry Phase**"), followed by a judging period (the "**Judging Phase**" and, collectively with the Entry Phase, the "**Contest Period**") as further outlined below. The Administrator's computer is the official Contest clock.

During the Entry Phase, an eligible entrant ("**Contestant**") must visit [www.AulaniOhanaVillasContest.com](http://www.AulaniOhanaVillasContest.com) ("**Website**"), enter his/her valid e-mail address and complete a Contest registration form, which will include: his/her first and last name (initials are not permitted), ZIP Code and phone number. To enter, you must check the box confirming your agreement to the terms of these Official Rules and Sponsor's Terms of Use, available at [www.disneytermsofuse.com](http://www.disneytermsofuse.com). **IF YOU DO NOT CHECK THE BOX INDICATING YOUR CONFIRMATION OF AND AGREEMENT TO THE ABOVE ITEMS, YOU WILL NOT BE ENTERED IN THE CONTEST AND CANNOT WIN A PRIZE.** Contestants will not be allowed to change their physical address or e-mail address after registering. During the entry process, you may be asked to consent to receive promotional e-mails and reminder e-mails from Sponsor and/or third parties. Consenting to receive promotional or reminder e-mails is

optional, does not have to be agreed upon in order to be eligible to participate in the Contest and does not improve your chances of winning.

Contestant must then follow the on-screen prompts to upload one (1) original video that tells Sponsor the epic story of why the Contestant's 'Ohana, or "family," is legendary (the "**Theme**"), not to exceed 100 MB and 120 seconds ("**Entry**"). For purposes of this Contest, a Contestant's "**Family**" is defined as individuals who have relationships with the Contestant that are considered familial or close in nature, such as family members, close friends, colleagues, teammates, etc.

The Contestant **must** appear in the Entry, but other Family members are encouraged to appear as well, including images, video clips, and pictures of family members. Contestant must have approval from any persons appearing in the Entry (if any such person is a minor, such permission must have been obtained from the minor's parent/legal guardian) and must be able to provide express written consent of every such person appearing in the Entry to Sponsor and/or Administrator if requested and/or in order to be confirmed as a Finalist.

**There is a limit of one (1) Entry per Contestant during the entire Entry Phase.**

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.

Limit one (1) prize per person/address/household.

## **5. ENTRY GUIDELINES AND REQUIREMENTS:** Each Entry:

- Must be in English;
- **May NOT include any music;**
- Must include a video not to exceed 100 MB and 120 seconds in one (1) of the following file formats: .avi, .mov, .3gp, .mp4, .mpg, and .m4v;
- Must not contain material that violates or infringes another person or entity's rights (whether living or deceased), including, but not limited to, privacy, publicity, copyright or other intellectual property rights, as determined by Sponsor and/or Administrator in their sole discretion;
- 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 and/or and/or in order to be confirmed as a Finalist (if any such person is a minor, such permission must have been obtained from the minor's parent/legal guardian);
- Must not disparage Sponsor, Administrator or any other person or party affiliated with the promotion and administration of this Contest;
- Must be the original work of the Contestant;

- Video must not be defamatory, slanderous, libelous, obscene or indecent, and may not portray any person in a false light;
- 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 marihuana, 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 and/or is otherwise inappropriate, objectionable, or unsuitable for the uses contemplated in these Rules, as determined by Sponsor/Administrator in their sole discretion.

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:**

Without limiting Sponsor’s Terms of Use, available at [www.disneytermsofuse.com](http://www.disneytermsofuse.com), 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.

Subject to Sponsor's Terms of Use, 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. Once an Entry is entered into the Contest, any such posting will be deemed made at the direction of the Contestant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act.

- 7. JUDGING, SELECTION OF THE FINALISTS, AND SELECTION OF THE CONTEST WINNER:** During the initial screening of all Entries during the Judging Phase, the Administrator, using the terms of these Official Rules and the Judging Criteria below, will determine the approximately fifty (50) Entries with the highest scores, which Entries the Administrator will send to the Judges to be considered during the Judging Phase. Administrator reserves the right to advance less than fifty (50) Entries to the Judges if, in its sole discretion, it does not receive a sufficient number of eligible Entries of sufficient quality. During the Judging Phase, all eligible Entries sent to the Judges by the Administrator will be judged by a panel of qualified judges ("**Judges**") to determine five (5) finalists (each, a "**Finalist**"). For the avoidance of doubt, the ranking of the Entries by Administrator will not be taken into account in the Judges' evaluation of the Entries. The Judges will score each Entry according to the following equally weighted judging criteria (collectively, "**Judging Criteria**"): (1) Creativity and Originality – 50% and (2) Overall Relevance to the Theme of the Contest – 50%. The five (5) Contestants whose Entries receive the highest score from the Judges will be each be deemed potential Finalists, subject to the verification process described below. 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 Theme of the Contest" will be named the Finalist.

Each potential Finalist will be notified by e-mail and/or phone on or about August 20, 2019. In order to remain eligible, each potential Finalist will need to sign and return within three (3) business days, an Affidavit of Eligibility, Release and Indemnification, a Publicity Release (where lawful) as well as other documents that Sponsor may require, including publicity releases for any Family members included in a potential Finalist's Entry (collectively, "**Finalist Documents**"). If potential Finalist does not reply to such notification and return the

required documents within the applicable time period and/or if the e-mail notification is returned as undeliverable after three (3) attempts, such potential Finalist may be disqualified and an alternate potential Finalist selected as per the judging procedure outlined above (time permitting).

Each Finalist will have a phone/Skype interview with designated representatives of Sponsor between September 3, 2019 and September 6, 2019. Each phone interview will last for approximately sixty (60) minutes, with the Finalist being asked approximately five (5) to ten (10) questions regarding the inspiration for his/her Video in detail. While the specific questions asked of Finalists may differ, all interviewers will select questions from the same list. The Finalists will be judged based on the following equally weighted criteria: (a) originality and quality of responses to questions asked, (b) how personable Finalist appears to be and (c) how articulate Finalist responses were to questions asked. The scores of the Finalists by the Judges in the first round of Judging will **not** be taken into account in the evaluation of Finalists' interviews. The Finalist with the highest final point score based on the phone/Skype interview will be deemed the potential winner ("**Winner**"). In the event of a tie, the Finalist from among all such tied Finalists with the higher/highest score in the "originality and quality of responses to questions asked" criterion will be deemed the potential winner. Finalists must be available for phone interview at a date and time (during the above-indicated period) of Sponsor's choosing. Finalist **CANNOT** appoint a third party proxy to participate in the phone interview on his/her behalf. Finalist represents and warrants that he/she will answer interviewer's questions in a truthful and forthright manner to the best of his/her knowledge, belief and ability, as well as to act in a respectful, courteous and polite manner toward the interviewer. Sponsor reserves the right, without additional notice, to record the interview for internal judging purposes as well as for possible use in advertising and publicity for this Contest and Sponsor generally. If Finalist is unable to participate in the phone/Skype interview at designated time for any reason, Finalist may be disqualified and an alternate Finalist may be chosen from the Entry with the next-highest Judges' score, time permitting and otherwise in Sponsor's sole discretion. In no event will there be more than one (1) 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 used to make the Entry. Each Contestant may be required to show proof of being an authorized account holder.

8. **PRIZE & APPROXIMATE RETAIL VALUE ("ARV"):** One (1) winner will receive an *Aulani*<sup>®</sup> Resort Prize Package, consisting of a seven (7) day/six (6) night vacation package for the winner and up to five (5) travel companions of the Winner's choosing to *Aulani*<sup>®</sup>, A Disney Resort & Spa ("**Prize**"). The Prize will include: [**a**] roundtrip coach/economy class airfare for the winner and up to five (5) travel companions (collectively, the "**Group**") between the major

commercial airport closest to the winner's residence (as determined by Sponsor in its sole discretion) and the Honolulu International Airport (however if the winner lives on the island of Oahu, transportation will not be provided); **[b]** roundtrip airport ground transfers between the Honolulu International Airport and *Aulani*<sup>®</sup>, A Disney Resort & Spa in Ko Olina, Hawai'i ("**Resort**"); and **[c]** room accommodations consisting of one (1) two-bedroom villa (with a maximum of six (6) persons per villa,) for six (6) nights at a hotel at the Resort selected by Sponsor in its sole discretion. **The ARV of the Prize is \$12,058.** ARV may vary from actual value, depending on date and point of departure. Any difference between stated and actual value will not be awarded.

If any member of the Group is under the age of majority in his or her state of residence (a "minor"), the Prize Winner or another member of the Group must be such minor's parent or legal guardian. 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 winner's travel companions (unless such parent/legal guardian is the winner). If the winner is under twenty-one (21) years of age, the winner must be accompanied by an adult at least twenty-one (21) years of age. Such adult who is at least twenty-one (21) years of age will be deemed to be one of the winner's travel companions. All members of the Group will be required to execute and return a Release of Liability, a Publicity Release (where allowed by law) prior to participation.

Portions of Prize trip may be filmed for a segment(s) to be shared on Sponsor's website, social channels and/or otherwise used to advertise/market/promote Sponsor and/or its products and services at a later date.

Winner's acceptance of the Prize and/or the participation in the Prize by the winner and any travel companion of the winner constitutes the grant to Sponsor and Sponsor's affiliates of an unconditional right and license to use winner and winner's travel companion's(s') full name, any aliases, social media account names, 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 travel companions, with or without attribution, and without compensation, except where prohibited by law, and winner and travel companions hereby release the Releasees from any claims or liability arising out of or with respect to such use.

**The Prize, including without limitation all travel arrangements, must be booked by December 15, 2019, must occur between January 13, 2020 and March 31, 2020, excluding the following blackout dates: February 12 – 20, 2020.** All Prize-related travel arrangements will be determined and administered by Sponsor or Sponsor's authorized designee. Prize travel is subject to capacity controls, availability, weather, seasonal influences, and certain other restrictions, all of which are subject to change. 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 villa as

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 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, certificates, or similar items once they are in the 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. 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 winner elects to travel or partake in the Prize with fewer travel companions than allowed for or no travel companions, no additional compensation will be awarded to the winner.

All costs and expenses not specifically included herein are solely the winner's responsibility. The winner and his/her travel companions are solely responsible for obtaining any desired or necessary travel documents (including government-issued photo identification or passports). Any picture identification requirements associated with air travel are the Group members' responsibility. The winner and his/her 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 a Prize. It is the responsibility of the winner and his/her travel companions to arrive at the designated gateway airport in time for each flight that is part of the Prize.

The winner and his/her travel companions are responsible for all meals; excursions; alcoholic beverages; parking; laundry service; spa services; meals; telephone calls; merchandise and souvenirs; tips and gratuities; airline baggage fees; travel insurance; income and other taxes not specifically included; and any and all other cost, fees, and expenses not specifically mentioned in these Rules. The winner will be required to provide a major credit card in good standing upon hotel check-in or prior thereto and all in-room charges will be charged to the credit card. Any damage to the room, and/or any other venue related to the Prize, attributed to the winner and/or his/her travel companions will be the responsibility of the winner.

Sponsor bears no responsibility if any event, element or detail of the Prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of the 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. The winner and his/her travel companions shall be subject to all terms and conditions printed on any ticket issued in conjunction with the Prize. In the event the 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.

**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 THE PRIZE, THE RECEIPT, USE AND/OR ENJOYMENT OF THE PRIZE AND/OR THE CONTEST. All benefits and payments are personal to the winner and are not redeemable for cash and are neither assignable nor transferable.

Any portion of the 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. Prize (and all elements thereof) is not redeemable for cash and is non-transferable except in Disney's sole and absolute discretion. Prize may not be combined with any other offer, and travel may not qualify for frequent flier miles, award points or other perquisites. Lost or mutilated tickets will not be replaced. Airline tickets are non-refundable, non-transferable, and are not valid for upgrades. Prize may not be sold or transferred to any other person or third party. If for any reason the Prize becomes unavailable, Sponsor may award a substitute prize of equal or greater value. Award of the Prize is subject to verification of eligibility and compliance with these Rules. Upon verification of eligibility, Sponsor's designee will contact the winner to book travel.

**9. NOTIFICATIONS TO FINALISTS AND REQUIREMENTS TO CLAIM PRIZE:** Each potential Finalist will be notified by e-mail and/or telephone on or about August 20, 2019, as described above. Once each Finalist is verified, they will be notified by e-mail and/or telephone on or about August 27, 2019 to arrange a time and date for the phone/Skype interview. If a Finalist is not available at the agreed upon time and date for the interview, he/she will not proceed in the winner selection process. The potential winner will be notified by e-mail on or about September 16, 2019. At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate Finalist/Winner may result from any of the following: **[a]** potential Finalist's failure to respond to Administrator's notification e-mail within two (2) calendar days from the date the notification e-mail is sent; **[b]** the e-mail notification sent by Sponsor/Administrator is returned as undeliverable after three (3) attempts; **[c]** potential Finalist's failure to provide Administrator with satisfactory proof of age, identity and residency and/or failure to provide Administrator with the Finalist Documents within the time period specified above; and **[d]** potential Winner's failure to execute and return a Prize Acceptance Agreement (including, without limitation, his/her Social Security Number as required by law) within five (5) calendar days from the date the form is sent to the potential winner. **Federal, state, 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 the potential Winner is disqualified for any reason or does not accept the Prize, Sponsor, in its sole and absolute discretion, will award the prize to the Finalist with the next-highest final point score based on the phone/Skype interview, subject to verification of eligibility and compliance with these Rules. In such case where the Prize is not accepted or where the Winner has forfeited, there will, as necessary, be up to three (3) alternate winners contacted in order based on overall final point score based on the phone/Skype interview, after which the 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 California 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 United States District Court for the Central District of California in Los Angeles County, California (or if the District 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 one (1) Prize be awarded. The Contest is subject to all applicable federal, state, and local laws.

**15. WINNER LIST:** To obtain a listing of the winner's name, send a properly stamped self-addressed envelope, to be received by October 9, 2019, to: Disney Aulani 'Ohana Villas Contest Winner List, P.O. Box 251328, West Bloomfield, MI 48325.

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

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