

**DISNEY VACATION CLUB® CHOOSE YOUR MAGIC SWEEPSTAKES
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN THE SWEEPSTAKES. A PURCHASE
WILL NOT INCREASE YOUR CHANCES OF WINNING.**

1. **SPONSOR:** Disney Vacation Development, Inc. (“Sponsor”), 1851 Community Drive, Lake Buena Vista, FL 32830, U.S.A., the developer of *Disney Vacation Club* Resorts.
2. **ADMINISTRATOR:** Prize Logic, LLC (“Administrator”), Two Towne Square, Suite 200, Southfield, MI 48076, U.S.A., the independent agency administering this Sweepstakes.
3. **ELIGIBILITY:** The *Disney Vacation Club* Choose Your Magic Sweepstakes (“Sweepstakes”) is open only to individuals who are legal residents of, and physically located within the 50 United States and the District of Columbia, who are at least 18 years of age, or the age of majority in their jurisdiction of residence, whichever is older, as of date of entry. 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 Sweepstakes 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 Sweepstakes. Winning is contingent upon fulfilling all requirements set forth herein. ***Void where prohibited or restricted by law.***
4. **TIMING:** The Sweepstakes period begins at 12:00:00 PM (noon) Eastern Time (“ET”) on November 15, 2022, and ends at 11:59:59 PM ET on January 13, 2023 (the “Sweepstakes Period”). Sweepstakes registration must be completed prior to the end of the Sweepstakes Period in order to qualify as a valid entry into this Sweepstakes. Choose Your Magic video and the Introduction to DVC video must be completed prior to the end of the Sweepstakes Period in order to qualify for additional entries. Administrator’s computer will be the official clock for the Sweepstakes Period.
5. **HOW TO ENTER:** During the Sweepstakes Period, an eligible entrant (“Entrant”) must visit ChooseYourMagicSweeps.com (“Website”) and select whether or not they are a *Disney Vacation Club* Member. **Note that being a *Disney Vacation Club* Member or becoming a Member of *Disney Vacation Club* is not required to enter this Sweepstakes, nor will it improve your chances of winning.** Entrant must then follow the on-screen directions to complete a Sweepstakes registration form. Entrant must enter their valid e-mail address. *Disney Vacation Club* Members must provide the email address that corresponds to their *Disney Vacation Club* Member ID. After submitting a valid e-mail address, the Entrant must enter by providing the information requested on the registration form, which may include without limitation: their first and last name (initials are not permitted, unless the initials are part of their legal name), street address, city, state, ZIP Code, daytime telephone number,

Disney Vacation Club Member ID number (if Entrant is a *Disney Vacation Club* Member), and affirmation that they meet the eligibility requirements of the Sweepstakes and have read and agree to be bound by these Rules. Entrants will not be allowed to change their e-mail address after registering. Upon completion of the registration form and submission of the registration information, Entrant will receive one (1) Sweepstakes entry (“Website Entry”).

Entrant may then follow the links and instructions to watch the Choose Your Magic video. An Entrant will obtain five (5) Sweepstakes entries (“Website Entries”) for watching the Choose Your Magic video. Entrant may watch the Choose Your Magic video one (1) time during the Sweepstakes Period, but the Choose Your Magic video must be completed prior to the end of the Sweepstakes Period in order to qualify for the entries.

Additional Entries: An Entrant may obtain ten (10) additional entries (each, an “Additional Entry” and, collectively, “Additional Entries”) during the entire Sweepstakes Period by watching the *Introduction to DVC* video available on the Website. An Entrant will obtain ten (10) Additional Entries for watching the *Introduction to DVC* video after clicking the “enter” button displayed on-screen. The *Introduction to DVC* video may be watched during the same visit as the Website Entry, or upon a subsequent visit to the Website. If visiting the Website on a subsequent day, the Entrant must follow the above instructions, including submitting their valid e-mail address before accessing the *Introduction to DVC* video. An Entrant will not need to resubmit their registration information on subsequent visits to the Website. Entrant may watch the *Introduction to DVC* video one (1) time during the Sweepstakes Period, but the *Introduction to DVC* video must be completed prior to the end of the Sweepstakes Period in order to qualify for the Additional Entries.

For purposes of these Rules, Website Entry and Additional Entries are collectively referred to individually as an “Entry” or collectively as “Entries”.

There is a limit of six (6) Website Entries per Entrant, plus ten (10) Additional Entries during the entire Sweepstakes Period. 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.

- 6. WINNER SELECTION:** The odds of winning the prize, as further described in Section 7 below, depend upon the number of eligible Entries received during the Sweepstakes Period. On or about January 24, 2023, Administrator will randomly select one (1) potential “Winner” from among all eligible Entries received.

Administrator decisions, along with the Sponsor's, as to the administration and operation of the Sweepstakes and the selection of the potential Winner are final and binding in all matters related to the Sweepstakes. The selected Entrant is deemed the potential Winner pending verification of their eligibility and compliance with the Rules.

- 7. PRIZE & APPROXIMATE RETAIL VALUE (“ARV”):**

A. Prize: One (1) prize is available to be won. The Winner will receive a six (6) day/five (5) night stay at his/her choice of either Aulani Resort in Kapolei, Hawaii or Disney's Riviera Resort in Lake Buena Vista, Florida for the Winner and up to three (3) companions (each, a "Guest"). Prize options include:

i. **Aulani Resort:** [a] A one (1) bedroom preferred view room (with a maximum capacity of four (4) persons) for five (5) nights at the Aulani Resort (dates are subject to availability); [b] Round trip coach airfare for four (4) people (Winner and three (3) Guests) between the major gateway airport closest to the Winner's residence (as determined by Sponsor in its sole discretion) and the Aulani Resort in Kapolei, Hawaii; provided, however, if the Winner resides on the island of Oahu, air fare will not be provided; and [c] one (1) \$1,000 Disney Gift Card for winner only. The ARV of the prize is \$11,820; or

ii. **Riviera Resort:** [a] A one (1) bedroom preferred view room (with a maximum capacity of four (4) persons) for five (5) nights at the Riviera Resort (dates are subject to availability); [b] Round trip coach airfare for four (4) people (Winner and three (3) Guests) between the major gateway airport closest to the Winner's residence (as determined by Sponsor in its sole discretion) and the Walt Disney World Resort in Lake Buena Vista, Florida; provided, however, if the Winner resides within 250 miles of the resort selected, air fare will not be provided; and [c] four (4) 6-Day theme park tickets with *Park Hopper*® option to the Walt Disney World Resort for the winner and up to three (3) guests. The ARV of the prize is \$12,705.

Actual value of the prize depends on the date/time of arrival, number of Guests, and fluctuation of airfare and hotel rates; any difference between the stated ARV and actual value will not be provided.

B. Prize Conditions: All expenses not specifically mentioned herein are not included and are solely the Winner's responsibility, including, but not limited to, ground transportation; food/beverages; travel insurance; laundry service; spa treatments; alcoholic beverages; telephone calls; merchandise; souvenirs; incidental expenses; parking; tips and gratuities.

The Disney Gift Card eGift is redeemable for goods and services at participating Disney locations. Not refundable or redeemable for cash unless required by law. Not for resale. Issued by, and represents a legal obligation solely of, Disney Gift Card Services, Inc. Lost, damaged or stolen cards may be replaced only if original proof of purchase receipt and complete card number are provided. For card balance inquiries, call 1-877-650-4327 or visit disneygiftcard.com. For complete terms and conditions (including arbitration agreement), visit disneygiftcard.com.

To enter a theme park, both a park reservation and valid ticket for the same theme park on the same date are required. Reservations can be made using the Disney

Park Pass system. Reservations are subject to availability and are not guaranteed until a reservation is finalized. A park reservation must be made for each day of entry. The *Park Hopper*® Option includes same-day admission to more than one theme park on each day of your ticket. You must make a park reservation via the Disney Park Pass reservation system for the first theme park you plan to visit. After entering that first theme park, you will be able to visit the next theme park starting at 2:00 PM until each theme park's regularly scheduled closure. The ability to visit a theme park is subject to the theme park's capacity limitations. At this time, a park reservation is not required after the first theme park; however, reservation requirements are subject to change.

Certain restrictions and other block-out dates may apply in Sponsor's sole discretion and all reservations are subject to availability. Each Guest must be at least 18 or the age of majority in their jurisdiction of residence unless such Guest is the child or legal ward of the Winner or another adult Guest. If a Guest is a minor and not the child or legal ward of the Winner, the parent/legal guardian of such Guest must also accompany the minor Guest. Each Guest may be required to submit guest releases to Sponsor upon Sponsor's request, within a certain time period to be determined by Sponsor.

Winner and Guests must comply with all applicable travel, hotel and theme park health and safety protocols. Please see <https://www.disneyaulani.com/about-aulani/important-updates/> and <https://disneyworld.disney.go.com/experience-updates/> for additional details.

Please make sure that you have reviewed any advisories or restrictions that may be in place for travel to Hawaii or Florida. Visit <https://www.gohawaii.com/travel-requirements> and <https://floridahealthcovid19.gov/travelers/> for information.

Winner's acceptance of the prize and/or the participation in the prize by the Winner and any Guest of the Winner constitutes the grant to Sponsor and Sponsor's affiliates of an unconditional right and license to use Winner and Guest'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 Guest'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 8) from any claims or liability arising out of or with respect to such use.

The travel window begins on March 15, 2023, through and including March 30, 2024. The prize must be booked by May 30, 2023 and travel completed by March 30, 2024, with a 60-day travel advance. Certain restrictions and block-

out dates may apply. All airline flights and accommodations are subject to availability.

Guests must stay in the same villa as Winner. 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 their Guests 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. 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. No airline tickets issued in conjunction with the prize are 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 Guest. 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 partake in the prize with fewer Guests than allowed for or no Guests, no additional compensation will be awarded to the Winner.

All costs and expenses not specifically included herein are solely the Winner's responsibility. Winner and their Guests are solely responsible for obtaining any desired or necessary travel documents (including government-issued photo identification or passports). Winner and their 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 prize.

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

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

SWEEPSTAKES. 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. No substitution or transfer of the prize is allowed except with Sponsor's permission or where required by law. 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 the stay. The prize will be awarded provided a sufficient number of eligible Entries are received.

8. NOTIFICATIONS TO WINNER AND REQUIREMENTS TO CLAIM THE PRIZE: The potential Winner will be notified by e-mail within five (5) business days from the random drawing set forth in Section 6 of these Rules. 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 respond to Administrator's verification e-mail within five (5) calendar days from the date the verification e-mail is sent; **[b]** the e-mail notification sent by Sponsor/Administrator is returned as undeliverable after three (3) attempts; **[c]** potential Winner's failure to provide Administrator with satisfactory proof of age, identity and residency; and **[d]** potential Winner's failure to execute and return an Affidavit of Eligibility/Liability/Publicity Release (including, without limitation, their 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 an Entrant selected at random from the remaining eligible Entries received, subject to verification of eligibility and compliance with these Rules. In such case where the prize is not accepted or where a Winner has forfeited, there will, as necessary, be up to three (3) alternate Winners contacted, after which the prize, if not accepted by an eligible Winner, will not be awarded.

9. 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 Sweepstakes 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 Sweepstakes, including without limitation, participation in the Sweepstakes. Additionally, Releasees are not responsible for illegible, unintelligible, late, lost, damaged, stolen, or postage-due 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 Sweepstakes; or for any technical or human errors which may occur in the processing of any Entries in the Sweepstakes. 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 Sweepstakes, will be disqualified from participation in the Sweepstakes. Additionally, any use of robotic, automatic, macro, programmed, third-party, or like methods to participate in the Sweepstakes 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 Sweepstakes; to be acting in violation of these Rules; or to be acting with the intent to disrupt the normal operation of the Sweepstakes. If, in the judgment of Sponsor and/or Administrator, the Sweepstakes 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 Sweepstakes, 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 Sweepstakes (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 SWEEPSTAKES, ANY PRIZE OR ANY COMPONENT OF THE PRIZE OR THE SWEEPSTAKES. 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.**

10. PRIVACY POLICY AND TERMS OF USE: Any personally identifiable information collected during an Entrant's participation in the Sweepstakes is subject to Sponsor's privacy policy (<https://disneyprivacycenter.com>). In the event of a conflict between Sponsor's terms of use and the Rules, the Rules will prevail.

11. GOVERNING LAW: The terms of this Sweepstakes 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 Sweepstakes or these Rules shall be resolved individually, without resort to class action, and 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 Entrants 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 SWEEPSTAKES AND/OR SEEK INJUNCTIVE AND/OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT 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.

12. RELEASE: By participating, each Entrant 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 Sweepstakes, or arising out of participation in any Sweepstakes or Sweepstakes-related activity, or the receipt, use, or misuse of the prize.

13. GENERAL TERMS & AGREEMENT TO RULES: By entering the Sweepstakes, Entrants agree to be bound by and abide by these Rules. The Sweepstakes is subject to all applicable federal, state, and local laws.

14. WINNER LIST: To obtain a listing of the Winner's name, send a properly stamped self-addressed envelope, to be received by March 13, 2023, to: The *Disney Vacation Club* Choose Your Magic Sweepstakes Winner List, P.O. Box 251328, West Bloomfield, MI 48325.

Customer service inquiries regarding how to enter the Sweepstakes or winner selection can be made at [Contact Us](#).

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