

**DISNEY VACATION CLUB® MAGIC SEEKER SWEEPSTAKES  
OFFICIAL RULES**

**CONSUMER DISCLOSURE: NO PURCHASE NECESSARY TO ENTER OR WIN THE SWEEPSTAKES. A PURCHASE OR PAYMENT, WILL NOT INCREASE YOUR CHANCES OF WINNING.**

- 1. SPONSOR:** Disney Vacation Development, Inc. (“Sponsor”), 1390 Celebration Blvd. Celebration, FL 34747, U.S.A., the developer of *Disney Vacation Club* Resorts.
- 2. ADMINISTRATOR:** Prize Logic, LLC (“Administrator”), 25200 Telegraph Road, Suite 405, Southfield, MI 48033, U.S.A., the independent agency administering this Sweepstakes.
- 3. ELIGIBILITY:** The *Disney Vacation Club* Magic Seeker 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, and who watch *Disney Vacation Club’s* video(s) (“Video” or “Videos” collectively). “Members” must be a *Disney Vacation Club* member prior to September 17, 2020, to participate in the Sweepstakes. 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 September 17, 2020, and ends at 11:59:59 PM ET on November 17, 2020 (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. Administrator’s computer will be the official clock for the Sweepstakes Period.
- 5. HOW TO ENTER:** Register for and watch the Videos by going to [MagicSeekerSweeps.com](http://MagicSeekerSweeps.com) (“Website”). Each entrant must provide their valid e-mail address, complete first and last name (no initials unless the initials are part of their legal name), complete street address (no PO Boxes), and daytime telephone number. Members must also provide their *Disney Vacation Club* Member ID number. Upon submission of the registration information, the entrant must then follow the on-screen prompts to watch Videos during the Sweepstakes Period. There will be five (5) total Videos each lasting approximately three (3) minutes. Upon watching a Video, entrant will receive one (1) entry into the Sweepstakes (“Entry”). Entrant will receive one (1) Entry for each Videos watched, up to five (5) total Entries into the Sweepstakes.

**Bonus Entries:** Once each Video is concluded, entrant will have the opportunity to answer one (1) corresponding trivia question (each a “Trivia Question”) about the respective Videos. Upon answering a Trivia Question, entrant will be notified if their answer was correct or incorrect. Entrant will receive one (1) bonus Entry for each Trivia Question entrant answers correctly. Entrant can receive up to four (4) bonus Entries for correctly answering the Trivia Questions. If entrant skips a Trivia Question, he/she will not receive an Entry and will not be able to return to the Trivia Question at a later date.

- 6. WINNER SELECTION:** The odds of winning the prize (as described below) depend upon the number of eligible Entries received during the entire Sweepstakes Period. On or about November 18, 2020, Administrator will randomly select one (1) potential winner from all eligible Entries received during the Sweepstakes Period (“Winner”).

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 a potential Winner pending verification of their eligibility and compliance with the Rules.

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

**A. One (1) Prize:** The Winner will receive their choice of one (1) of the following trip prizes (“Prize”):

- i. Prize Option 1:** A six (6) day/five (5) night *Walt Disney World*<sup>®</sup> Resort vacation package for the Winner and up to four (4) companions (each, a “Guest”). The Prize includes: **[a]** Room accommodations consisting of one (1) 1-bedroom Villa (with a maximum of five (5) persons) for five (5) nights at *Disney’s Riviera* Resort (subject to availability); **[b]** Round trip coach airfare for five (5) people (Winner and up to four (4) Guests) between the major gateway airport closest to the Winner’s residence (as determined by Sponsor in its sole discretion) and the Orlando International Airport; provided, however, if the Winner resides within 250 miles of *Disney’s Riviera* Resort, in Lake Buena Vista, Florida, air fare will not be provided to that Prize Winner or their Guest(s); **[c]** Up to five (5) round trip ground transfers between the Orlando International Airport and *Disney’s Riviera* Resort via *Disney’s Magical Express* Transportation; provided, however, if either of the Prize Winner resides within 250 miles of *Disney’s Riviera* Resort, ground transfers will not be provided to the Winner or their Guest(s); and **[d]** Up to Five (5) 6-day *Walt Disney World*<sup>®</sup> theme park tickets with *Park Hopper*<sup>®</sup> Option. The ARV of this Prize is \$19,102.
- ii. Prize Option 2:** A six (6) day/five (5) night Aulani, Disney Vacation Club Villas, Ko Olina, Hawaii vacation package for the Winner and up to four Guests. The Prize includes: **[a]** Room accommodations consisting of one (1) 1-bedroom Villa (with a maximum of five (5) persons) for five (5) nights at *AULANI* Resort (subject to availability); **[b]** Round trip coach airfare for

five (5) people (Winner and up to four (4) Guests) between the major gateway airport closest to the Winner's residence (as determined by Sponsor in its sole discretion) and Daniel K. Inouye International Airport ; provided, however, if the Prize Winner resides within 50 miles of *Disney's AULANI* Resort, in Ko Olina, Hawaii, air fare will not be provided to the Winner; **[c]** Up to five (5) round trip ground transfers between the Daniel K. Inouye International Airport and *AULANI* Resort; provided, however, if the Winner reside within 50 miles of *Disney's AULANI* Resort, ground transfers will not be provided to the Winner; and **[d]** one (1) \$750 Disney Gift Card. The ARV of this Prize is \$20,760.

**B. General:** The 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.

**C. Prize Conditions:** All expenses not specifically mentioned herein are not included in the Prize and are solely the Winner's responsibility, including, but not limited to, airfare and ground transportation between the Winner's residence and major gateway airports and ground transportation between the Winner's residence and at the *Walt Disney World*<sup>®</sup> Resort, in Lake Buena Vista, Florida or *AULANI* Resort in Ko Olina, Hawaii if the Winner resides within the aforementioned transportation radius of the respective Resort. Cost and expenses not included in the Prize: Cost and expenses incurred by the Winner and their Guest(s) in claiming and using the Prize which are not outlined in the Prize description are the sole responsibility of the Winner and their Guest(s) and may include, but not limited to, applicable federal and/or state taxes, transportation, meals and beverages, alcoholic beverages, room services, merchandise, souvenirs, tobacco, spa and salon services, photographs, laundry services, local and long distance telephone calls, incidental expenses, parking expenses, gratuities, separately priced activities, medical and travel insurance together with any required travel documentation, and all other personal and other expenses of any kind or nature, together with any applicable overnight layovers. Each Guest who accompanies the Winner 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.

The Winner's acceptance of the Prize and/or the participation in the Prize by the Winner and any Guest(s) of the Winner constitutes the grant to Sponsor and Sponsor's affiliates of an unconditional right and license to use the Winner's and their Guest(s)' full name (if applicable), 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 the Winner

and/or their Guest(s), with or without attribution, and without compensation, except where prohibited by law, and Winner and their Guest(s) hereby release the Releasees (as defined below in Section 9) from any claims or liability arising out of or with respect to such use.

**The Prize must be completed by August 31, 2021 with a 60-day travel advance (certain restrictions and other block-out dates may apply; block-out dates include December 20, 2020 through January 2, 2021 and July 1, 2021 through July 5, 2021.**

All Guest(s) of the Winner must stay in the same villa as the Winner. 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 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 Guest(s) 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. 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 either the Winner's possession or in the possession of any Guest of the Winner. Air 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 specified or no Guests, airfare, ground transportation and theme park tickets will be awarded in increments only for the actual number of confirmed travelers on the reservation and no substitute prize elements or additional compensation will be awarded to such Winner.

The Winner and their Guests are solely responsible for obtaining any desired or necessary travel documents (including but not limited to government-issued photo identification). 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.

The 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 that 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 and/or telephone within two (2) business days from the random drawing set forth in Section 4 and 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]** the potential Winner's failure to respond to Administrator's verification e-mail within two (2) 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]** the potential Winner's failure to provide Administrator with satisfactory proof of age, identity and residency; **[d]** the 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 the 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 releases 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 name of the Winner, send a properly stamped self-addressed envelope, to be received by January 17, 2021, to: *Disney Vacation Club*<sup>®</sup> Magic Seeker Sweepstakes Winner List, P.O. Box 251328, West Bloomfield, MI 48325 USA.

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

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