

**“PLANES: FIRE AND RESCUE” FIRST RESPONDERS SWEEPSTAKES  
OFFICIAL RULES**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING. FACEBOOK ACCOUNT IN GOOD STANDING REQUIRED. VOID WHERE PROHIBITED.**

**ENTRANTS UNDER THE AGE OF EIGHTEEN (18) MUST HAVE PERMISSION FROM THEIR PARENT OR LEGAL GUARDIAN IN ORDER TO ENTER. A PRIZE WON BY A MINOR IN HIS OR HER LEGAL JURISDICTION OF RESIDENCY WILL BE AWARDED IN THE NAME OF SAID MINOR’S PARENT OR LEGAL GUARDIAN.**

**BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES TO THESE OFFICIAL RULES.**

- 1. ELIGIBILITY:** “PLANES: FIRE AND RESCUE” FIRST RESPONDERS SWEEPSTAKES (THE “SWEEPSTAKES”) IS OPEN AND OFFERED ONLY TO (A) LEGAL RESIDENTS OF THE 50 UNITED STATES AND DISTRICT OF COLUMBIA, (B) WHO ARE THIRTEEN (13) YEARS OF AGE AND OLDER AND (C) WHO HAVE FACEBOOK ACCOUNT IN GOOD STANDING. Employees, officers, and directors of ABC, Inc. d/b/a Walt Disney Studios Motion Pictures (“Sponsor”), Brandmovers, Inc. (“Administrator”), Kohl’s Corporation (“Kohl’s”) and each of their respective parent entities, subsidiaries and affiliated companies, advertising, promotion, or production agencies or partners (and their respective dependents, immediate family members, including children, spouse, parents, siblings and their respective spouses, regardless of where they reside, and individuals residing in their same household, whether or not related) are not eligible to participate or win. Entry into the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes. The Sweepstakes shall be subject to all applicable federal, state, municipal, local laws and regulations and these Official Rules and by entering, all entrants agree that they have read these Official Rules, the Facebook Terms and Policies and agree to abide by and to be bound by the terms and conditions of the Official Rules, Facebook Terms and Policies and the decisions of Sponsor, which shall be final and binding in all respects. False and/or deceptive entries or acts shall render entrants ineligible.
- 2. ENTRY PERIOD:** The Sweepstakes begins on [July 16](#), 2014 at [10:00:00 AM](#) Pacific Time (“PT”) and ends at [10:30:00 AM](#) PT on [July 16](#), 2014 (the “Sweepstakes Period”). The Website’s (defined below) clock will be the official timekeeper for this Sweepstakes.

3. **HOW TO ENTER:** During the Sweepstakes Period, entrants ("Entrants") can enter by visiting <https://www.facebook.com/disneyplanes> ("Website"). You must be a registered member of Facebook with an account in good standing. To become a registered member of Facebook (registration is free), go to [www.facebook.com](http://www.facebook.com) and follow the instructions to become a registered member and create an account. Once registered on [facebook.com](http://facebook.com), to enter: (a) visit the Website; (b) find the Sweepstakes post posted by Disney Planes Facebook administrator with the call out to enter the Sweepstakes (the "Post"); and (c) "comment" on the Post during the Sweepstakes Period with the word "FIRST" in order to receive one (1) automatic entry (collectively "Basic Entry") into the Sweepstakes. All Entries (defined below) must be submitted by **10:30:00 AM PT on July 16, 2014** to be eligible to participate in the Sweepstakes. For detailed instructions on how to "comment" on a post please see Facebook's Help Center.

Basic Entry may hereafter be referred to as "Entry" or "Entries". Regardless of whether a person has more than one (1) Facebook account or more than one (1) person uses the same Facebook account, **Entries are limited to one (1) per person per Facebook account per household during the Sweepstakes Period.** Any attempts by an Entrant to submit more than one (1) Entry into the Sweepstakes will result in such Entrant being disqualified.

Any attempt by any participant to enter by using multiple/different Facebook accounts, identities, registrations and logins, or any other methods will void that participant's Entries and that participant may be disqualified, at the sole discretion of Sponsor. Use of any automated system to participate is prohibited and may result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected Entries, which may be disqualified. In the event of a dispute regarding who submitted an Entry, the Entry will be deemed submitted by the authorized account holder of the Facebook account from which the Entry was submitted. "Authorized account holder" is defined as the natural person who is assigned the e-mail address used to create the Facebook account, by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the registered e-mail address. No automatically generated Entries will be accepted.

#### 4. **Privacy Policies and Data Collections**

Information provided by you for this Sweepstakes during the entry process is subject to Sponsor's privacy policy located at <http://corporate.disney.go.com/corporate/pp.html>. By entering this Sweepstakes, each Entrant agrees that the Sponsor and/or Administrator has the right to contact the Entrant via the Facebook account used to post the Entry to administer and fulfill this Sweepstakes.

5. **RANDOM DRAWING AND WINNER NOTIFICATION:** Following the Sweepstakes Period, one (1) potential grand prize winner (the "Potential Winner") will be randomly selected from among all eligible Entries received throughout the Sweepstakes Period by Administrator, an independent judging agency, whose decisions are final and binding in all matters relating to this Sweepstakes. There is a total of one (1) grand prize winner ("Winner" or "Grand Prize Winner") for the Sweepstakes. Odds of winning the Sweepstakes depends upon the number of eligible Entries received during the Sweepstakes Period.

The Potential Winner will receive an initial notification by Administrator or Sponsor via a comment/reply with @Tag to their Entry comment on <https://www.facebook.com/disneyplanes> on or about July 17, 2014. **It is each Entrant's responsibility to timely check his/her Account for any comments or @replies from Sponsor or Administrator and to ensure that Entrant's Account settings allow Entrant to receive comments and replies.** Potential Winner will be required to be in contact with Administrator and/or Sponsor via a private message to the Disney Planes Facebook page, after receiving the initial notification within seventy-two (72) hours to begin the Winner verification process.

The Potential Winner (or such Potential Winner's parent/legal guardian if the Potential Winner is deemed a minor in the state of his/her residence) must meet all eligibility requirements and may be required to provide their Social Security number, and sign an Affidavit of Eligibility, and Publicity and Liability Release (collectively, the "Prize Claim Documents"), each of which must be completed, signed and returned within five (5) days (or such other time as specified by Sponsor in the notification) from date of issuance, or the prize may be forfeited and may be awarded to an alternate Winner, time permitting. If any prize notification or attempted notification is returned as undeliverable, the prize will be forfeited and may be awarded to an alternate Winner. By accepting the prize, Winner (or Winner's

parent/legal guardian if Winner is deemed a minor in the state of his/her residence) represent and warrant they are in compliance with these Official Rules.

At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate Winner may result from any of the following: [1] Potential Winner's failure to respond to notification within the time specified by Sponsor after its transmission; [2] the failure of notification due to deactivation of the Potential Winner's Facebook account prior to receipt of notification; [3] Potential Winner's failure to respond to Sponsor or Administrator's comment and direction; [4] Potential Winner's Account "privacy" is set so that the Potential Winner's updates/responses/comments may not be visible by Sponsor, [5] Potential Winner's failure to include the word "FIRST" in their Entry; [6] Potential Winner's failure to provide Sponsor with satisfactory proof of age, identity and residency; [7] Potential Winner's failure to execute and return the Prize Claim Documents within five (5) days (or such other time as specified by Sponsor in the notification) after it is emailed or mailed to the Potential Winner; [8] Potential Winner's failure to validly claim the prize by August 15, 2014; and [9] any other non-compliance with these Official Rules. In the event of a prize forfeiture, the Sponsor may, in its sole discretion, award or not award the forfeited prize to an alternate Winner. Once a Potential Winner has completed all requirements in these Official Rules and been verified by Sponsor and/or Administrator, they will be declared a Grand Prize Winner.

6. **PRIZE & APPROXIMATE RETAIL VALUES ("ARV"):** The Grand Prize Winner will be awarded one (1) Kohl's Gift Card in the amount of \$1,000.00. Total ARV: \$1,000.00
7. **PRIZE CONDITIONS:** Gift cards are subject to terms and conditions found on the back of each gift card and as otherwise determined by the issuer. All details of the prize are determined in Sponsor's sole discretion, including the specific type of any prize or any other prize specification. Any prize depicted on any point of sale or advertising are for marketing purposes only. Actual prize may differ. A prize cannot be used in conjunction with any other promotion or offer. Prize elements may not be separated. In the event any portion of a prize cannot be awarded as stated, that portion of the prize will go unawarded. Costs and expenses associated with prize acceptance and use not specifically stated herein as being provided are the sole responsibility of the Grand Prize Winner. No interest will be awarded on cash prizes. Prizes are subject to availability, not redeemable for cash, non-transferable, non-negotiable,

non-refundable, and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value for any reason. Any difference in the stated ARV and actual fair market value of a prize will not be awarded in cash or otherwise. All taxes (including, without limitation, state and federal income taxes) and the reporting consequences thereof associated with the use and acceptance of a prize are solely the responsibility of the Grand Prize Winner, who will receive an IRS Form 1099 reflecting the prize value. Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes.

**WITHOUT LIMITING THE FOREGOING, THE PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.**

The prize will be awarded provided a sufficient number of eligible Entries are received and prizes are validly claimed by August 15, 2014, after which no alternate Winner will be selected, nor unclaimed prizes awarded.

**8. CONDITIONS OF PARTICIPATION:**

By entering this Sweepstakes and/or accepting any prize you may win, you agree, represent and warrant that: [1] you will be bound by these Official Rules and the Sponsor's decisions, which shall be final in all respects; [2] the Entry becomes solely the Sponsor's property and will not be acknowledged or returned; [3] you release and hold harmless the Sponsor, Administrator, Kohl's, Facebook and their respective parent entities, subsidiaries and affiliated companies, advertising and promotion agencies, any companies who are promotional participants or prize providers, and all of their respective officers, directors, members, employees, representatives and agents (collectively, the "Released Parties") from

any and all liability for claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of the prize; participation in the Sweepstakes or any Sweepstakes-related activity, or from any interaction with, or downloading of, computer information; [4] the Released Parties do not make any representation, warranty or guarantee, express or implied, relating to the Sweepstakes or the prize; [5] Winner's acceptance of the prize constitutes the grant to Sponsor and assignment of an unconditional right to use Winner's Facebook ID, name, address (city and state only), voice, likeness, photograph, biographical and prize information, statements about the promotion and/or live and taped performances of interviews for any programming, publicity, advertising and promotional purposes without additional compensation, except where prohibited by law; [6] in the event viruses, bugs, unauthorized human intervention, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism or other matters beyond the Sponsor's reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of the Sweepstakes, so that it cannot be conducted as originally planned, Sponsor has the right, in its sole discretion, to modify the Official Rules or to cancel, modify, terminate or suspend the Sweepstakes; and in such event, to select Potential Winner by such method as Sponsor in its sole discretion shall consider equitable from all eligible Entries received prior to such termination or suspension; [7] the Released Parties are not responsible for typographical or other errors in the offer or administration of this Sweepstakes, including but not limited to: errors in the advertising, Official Rules and selection and announcement of the Winner; [8] any portion of the prize not accepted or used by the Winner will be forfeited; [9] the Released Parties are not responsible for any inability of the Winner to accept or use the prize (or any portion thereof) for any reason; [10] Sponsor has the right to modify prize award procedures at its sole discretion; [11] the Released Parties are not responsible for changes to the Facebook functions that may interfere with the Sweepstakes or your ability to timely enter; and [12] Released Parties are not responsible for any failure of delivery of Potential Winner notification.

9. **LIMITATIONS ON LIABILITY:** Released Parties are not responsible for illegible, lost, late, damaged, destroyed, inaccurate, delayed, incomplete, postage due, unintelligible, non-

delivered, misdirected, stolen entries; or for incomplete, inaccurate, lost, interrupted or unavailable network, satellite, telephone networks or lines, cellular towers or equipment (including handsets), computer on-line systems, computer equipment, software, viruses or bugs, servers or providers, or other connections, availability or accessibility; or for unauthorized access to, or alteration of entries; or miscommunications, failed computer, telephone, cellular, satellite, or cable transmissions, lines or other technical failure; or for jumbled, scrambled, delayed, or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties; or for any other errors of any kind, whether human, technical, mechanical, electronic or network, including, without limitation, any errors which may occur in connection with the administration of the Sweepstakes or in any Sweepstakes-related materials; or for the incorrect or inaccurate capture of Entry or other information, or the failure to capture any such information. Persons who tamper with or abuse any aspect of the Sweepstakes or Website used, as solely determined by the Sponsor, will be disqualified (and all associated Entries will be void), and Sponsor reserves the right to terminate such Entrant's eligibility to participate in this or any other promotion offered by Sponsor. Released Parties are not responsible for injury or damage to Entrants' or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from the Website. Without limiting the release provided above, and for greater certainty, Released Parties will not be liable for (a) any incomplete or inaccurate information, whether caused by wireless device users or by any equipment or programming associated with or utilized in the Sweepstakes, or by any technical or human error which may occur in the processing of Entries; (b) the theft, destruction or unauthorized access to, or alteration of, Entries; (c) any problems with or technical malfunctions of telephone networks or lines, computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (d) any failure of any message to be received by or from Sponsor for any reason including but not limited to traffic congestion on the Internet or wireless waves or at any website or combination thereof; or (e) damage to a Entrant's or other person's system or equipment occasioned by participation in this Sweepstakes.

10. **DISPUTES:** Entrant (or Entrant's parent/legal guardian if Entrant is deemed a minor in the state of his/her residence) agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, other than those concerning the administration of the Sweepstakes or the determination of Winner, shall be

resolved individually, without resort to any form of class action; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (iii) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

11. **OFFICIAL RULES/WINNER'S LIST:** For an official Winner's list (available after 8/15/14), or a copy of these Official Rules (before 6/14/14), send a self-addressed, stamped envelope to: **Planes First Responders Sweeps – WINNER'S LIST <OR> OFFICIAL RULES** (please specify official Winners' list or Official Rules), c/o Brandmovers Inc., 1575 Northside Drive, Bldg. 200, Suite 200, Atlanta, GA 30318. Residents of Vermont may omit return postage on all requests. Official Rules may also be obtained during the Sweepstakes Period at <http://di.sn/FirstResponderWeek5>.
12. **SPONSOR:** ABC, Inc. d/b/a Walt Disney Studios Motion Pictures, 500 South Buena Vista Street, Burbank, CA 90051.
13. **ADMINISTRATOR:** Brandmovers Inc., 1575 Northside Drive, Bldg. 200, Suite 200, Atlanta, GA 30318

***This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook.***