

**DISNEY WIZARDS OF WAVERLY PLACE TRIPTASTIC NEW YORKIS SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE OR PAYMENT IMPROVE ONE'S CHANCES OF WINNING. MANY WILL ENTER. FEW WILL WIN.

1. SPONSOR: ABC Cable Networks Group, dba Disney Channel, 3800 W. Alameda Avenue, Burbank, CA 91505.

2. ADMINISTRATOR: Ventura Associates, Inc., 1040 Sixth Avenue, New York, NY 10018, an independent judging organization whose decisions are final and binding with respect to the sweepstakes ("Sweepstakes").

3. ENTRY: You may enter this Sweepstakes via the internet during the period beginning at 12:01 A.M., October 13, and ending at 11:59:59 P.M., October 26, 2008 ("Entry Period"). For purposes of these Official Rules ("Rules"), all times and days are Pacific Daylight Time. As a registered member ("Member") of DisneyChannel.com, you may enter by logging onto DisneyChannel.com/Triptastic ("Website"), logging in with your Member Name and Password and following the "How to Enter" instructions ("Entry"). If you are not a Member, you may become a Member for free by visiting the Website and registering by providing the requested information on the Registration Form through the link on the site: "Not registered?" Upon becoming a Member by registration, you may enter the Sweepstakes by following the above instructions. Parent/legal guardian ("Parent") of a child under the age of 13 will be sent an email notifying him/her of the child's Entry into a Sweepstakes. No response by the Parent to the email is required for the child to enter; however, if the Parent does not want his/her child to enter, Parent may click on a link in the email and complete the steps required to cancel the child's Entry and delete the child's information. Normal Internet access and usage charges imposed by your on-line service will apply. It is your sole responsibility to notify the Sponsor if you change email address ("Address"). To do so, go to <http://register.go.com/go/memberservices/home>, log into your Website account with your Member Name and Password, click on "Modify" and follow the instructions on how to change the Address.

4. LIMITATIONS: All Entries must be received by 11:59:59 P.M., October 26, 2008. Entries are limited to one (1) Entry per person/Address per day regardless of whether one person has more than one Address or more than one person use the same Address. In event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the person in whose name the Address is registered. Entries by any method other than set forth above in Section 3 are void. Any use of automated or programmed methods of effecting Entry is prohibited. Open only to persons, who are, as of Entry, 6-17 years of age, with Internet access as of October 12, 2008, legal residents of, and physically located within, the 50 United States or D.C. (collectively, "Territory") and not employees of Sponsor, Ubisoft Entertainment, or Administrator; their respective parent, subsidiary or affiliated companies; or the advertising, promotional or fulfillment agencies of any of them (individually and collectively, "Entities"); nor members of their households or immediate families (defined as Parent, spouse, siblings and the spouses of each). Neither the Entities, nor any of their officers, directors, shareholders, employees, agents or representatives (individually and collectively, "Releasees") are responsible for Entries from persons residing, or physically located, outside the Territory; Entries that are altered, delayed, deleted, destroyed, forged, fraudulent, improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, late, lost, misrouted, multiple, non-delivered, stolen, tampered with, unauthorized, unintelligible or otherwise not in compliance with these Rules; or for lost, interrupted or unavailable network, server, Internet Service Provider, Website or other connections; miscommunications; failed computer, satellite, telephone or cable transmissions, lines or technical failure; failed phone, computer hardware or software, failures, technical errors or difficulties; telephone transmissions; technical failures; unauthorized human intervention; traffic congestion; garbled or jumbled transmissions; undeliverable emails resulting from any form of active or passive email filtering; insufficient space in entrant's email account to receive email; or other errors of any kind, whether due to electronic, human, mechanical, printing, production or technical errors or other causes; even if caused by the negligence of any of the Releasees. Each of such potential Entries will be disqualified. Void where prohibited or restricted by law and subject to all applicable federal, state, local and municipal laws and regulations.

5. PRIZES: ONE (1) GRAND PRIZE: A three (3) day / two (2) night trip for winner and three (3) guests ("Group") to New York, NY ("City"), on Sponsor-selected dates ("Trip") for a \$1,000 shopping spree ("Spree") with Selena Gomez ("Meet and Greet") and a stylist, consisting of the following elements: **[1]** hotel accommodations for Group (one standard room/quad occupancy, including room tax) for two (2) nights; **[2]** a Spree and Meet and Greet with Selena Gomez (subject to availability) for winner at a Sponsor-selected location; **[3]** advice for winner from a professional stylist on choosing clothes and accessories during the Spree; **[4]** hotel/Spree transfers for winner and Parent; **[5]** one (1) "Imagine Fashion Designer New York" video game for winner; **[6]** if winner's residence is located more than two hundred fifty (250) miles from the City, round-trip coach air transportation for Group on a Sponsor-selected carrier between a Sponsor-selected major metropolitan airport near winner's residence ("airport of origin") and a Sponsor-selected airport; but if winner's residence is located less than two hundred fifty (250) miles from the City, round-trip ground transportation for Group via a Sponsor-selected method between winners' residence and the hotel; and **[7]** airport/hotel transfers for Group. All expenses not specifically mentioned herein are not included and are solely the winner's responsibility, including but not limited to: round trip transportation between the winner's residence and any airport of origin, alcoholic beverages, fax, food, gratuities and tips, insurance, laundry service, merchandise, parking, room service, service charges, souvenirs and telephone calls. Travel, lodging, Spree and Meet and Greet are subject to availability, certain restrictions, blackout dates and Sponsor's approval. Airline carrier and hotel regulations and conditions apply. **Sponsor will make all reasonable efforts to fulfill Trip in City but reserves the right to fulfill the Trip in Los Angeles, CA or other city ("Alternate City").** Grand Prize winner must take Trip on dates specified by Sponsor or Grand Prize will be forfeited in its entirety and, at Sponsor's discretion, awarded to an alternate winner. Travel must be made through Sponsor's agent and Sponsor shall determine airline and flight itinerary in its sole discretion. Releasees are not responsible for airline cancellations or delays. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Approximate Retail Value ("ARV") for Grand Prize: \$6,580, which will vary depending upon points of departure and destination and seasonal fluctuation of hotel rates and airfares. **One Hundred (100) FIRST PRIZES:** one (1) Imagine Fashion Designer New York video game (ARV: \$30). Total ARV of all prizes: \$9,580. Limit one prize per person/Address. If the actual value of a prize is less than the stated ARV, the difference will not be awarded. Any depiction of prizes is for illustrative purposes only. Prizes are not redeemable for cash or transferable. No substitution allowed except, at Sponsor's sole discretion, a prize of equal or greater value may be substituted. Sponsor will not replace any lost or stolen prize. Prize elements may not be

separated. Airline tickets issued in conjunction with the Grand Prize are not eligible for frequent flyer miles, and no code share flights may be used. Grand Prize cannot be used in conjunction with any other promotion or offer. All prizes will be awarded provided a sufficient number of eligible Entries are received and prizes are validly claimed by February 5, 2009, after which no alternate winners will be selected, nor unclaimed prizes awarded.

6. PROCEDURES: All Entries must be received during the Entry Period. On or about, November 5, 2008, in a random drawing conducted by the Administrator, the potential winners will be selected from among all eligible Entries received. The decision of the Administrator shall be final and binding. Odds of winning depend on the total number of eligible Entries received.

7. WINNERS: On or about November 6, 2008, potential winners will be contacted either by mail (if mailing address is available) or by email, if not. If mailing address is available, (or once the mailing address is received), potential Grand Prize winner will be sent paperwork by overnight delivery service; potential First Prize Winners will be sent paperwork via First Class Mail (if mailing address is available). If mailing address is not available, First Prize Winners will be notified only by email. All legal responsibilities of a winner (as defined by state of primary residence) under the Rules will be assumed by a Parent; and the winner's prize will be awarded in the name of the Parent. 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 email notice within 3 calendar days after transmission; **[2]** the return of any notice or prize as undeliverable; **[3]** potential winner's failure to provide Sponsor with satisfactory proof of age, identity and residency; **[4]** potential Grand Prize winner's failure to execute and return an Affidavit of Eligibility/Liability/Publicity Release within five (5) business days after its mailing; **[5]** potential Grand Prize winner's failure to be available to make the Trip on Sponsor-selected dates; **[6]** potential First Prize winner's failure to claim any prize within four (4) days after it is sent; **[7]** potential winner's failure to validly claim any prize by February 5, 2009 and **[8]** any other non-compliance with Rules. All First Prizes for qualified winners will be delivered on or before February 15, 2009. In the event of any prize forfeiture, the Sponsor may, in its sole discretion, award or not award the forfeited prize to an alternate winner. The Group must travel together on the same itinerary and members of the Group are solely responsible for obtaining all necessary travel documents (i.e. valid photo I.D, etc.) before departure. All members of the Group will be required to execute a Release of Liability prior to ticketing. Anyone in the Group who is a minor must be accompanied on the Trip by his/her Parent as one of the Group. All taxes are solely the responsibility of each winner; and the Grand Prize winner will receive an IRS Form 1099 reflecting the value of his/her prize.

8. PRIVACY POLICY/DATA COLLECTION: Information provided by you for this Sweepstakes is subject to Sponsor's privacy policy located at http://disney.go.com/corporate/privacy/pp_wdig.html

9. CONDITIONS: By your child's entering this Sweepstakes and/or accepting any prize your child may win, you, as Parent, agree, represent and warrant that: **[1]** you have all rights, permissions and consents necessary to grant the rights to Sponsor as expressed herein; **[2]** you will abide by and be bound by the Rules and the Sponsor's decisions and Privacy Policy; **[3]** the Entry becomes solely the Sponsor's property and will not be acknowledged or returned; **[4]** you release and hold harmless the Releasees 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 any prize; participation in the Sweepstakes or any Sweepstakes-related activity or travel or from any interaction with, or downloading of, computer Sweepstakes information; **[5]** the prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose); **[6]** winner's acceptance of any prize constitutes the grant to Sponsor and assigns of an unconditional right to use winner's name, address (city and state only), voice, likeness, photograph, biographical and prize information and/or statements about the promotion for any programming, publicity, advertising and promotional purposes without additional compensation, except where prohibited by law; **[7]** 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, except where prohibited by law, Sponsor has the right, in its sole discretion, to modify the Rules or to cancel, modify, terminate or suspend the Sweepstakes; and in such event, to select winners by such method as Sponsor in its sole discretion shall consider equitable and in the event the Trip has already commenced, to terminate the Trip and return the Group to any airport of origin as soon as reasonably possible; **[8]** the Releasees 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, Rules, selection and announcement of the winners and distribution of the prizes; **[9]** any portion of any prize not accepted or used by any winner will be forfeited; **[10]** the Releasees are not responsible for any inability of any winner to accept or use any prize (or any portion thereof) for any reason; **[11]** the Sponsor has the right, at any time and at its sole discretion, to disqualify any individual it suspects to be doing any of the following: **(a)** tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or the Website; **(b)** violating the Rules; **(c)** violating the terms of service, privacy policy or other terms, conditions of use and/or general rules or guidelines of any Sweepstakes property or service or **(d)** acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or for any other good cause as determined solely by the Sponsor; **[12]** Sponsor has the right to lock out an entrant whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter the Sweepstakes; **[13]** since any attempt by any individual to damage the Website or undermine the legitimate operation of this Sweepstakes or the Website is a violation of these Rules as well as criminal and civil laws, and should Sponsor believe or become aware that such an attempt has been, is being, or will be made, it has the right to seek remedies and damages from any responsible individuals to the fullest extent permitted by law, including without limitation criminal prosecution; **[14]** all disputes, claims and causes of action at law or in equity (individually, "Claim") arising out of or relating to this Sweepstakes, the meaning or interpretation of the Rules or any prize awarded shall be resolved by applying the laws of California, without regard to conflict of laws provisions therein, and shall be solely and exclusively brought in the state or federal courts within that state; **[15]** all Claims shall be resolved individually, without resort to any form of class action; **[16]** all Claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event include attorneys' fees, and under no circumstances will any entrant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, special, consequential damages and any other damages, other than for actual out-of-pocket expenses and waives all rights to have damages multiplied or otherwise increased; **[17]** Sponsor has the right to modify prize award procedures at its sole discretion; **[18]** the Releasees are not responsible for the cancellation, postponement or unavailability of the Meet and Greet or Spree, and if such occurs, the Trip will be awarded without that element of the prize; **[19]** the Releasees reserve

the right to change the trip fulfillment to Alternate City for any reason whatsoever including but not limited to scheduling conflicts or Meet and Greet or Spree; and **[20]** Grand Prize winner's acceptance of the Grand Prize constitutes the grant of an unconditional right to Sponsor and assigns to photograph, film, or otherwise capture the fulfillment of the Grand Prize, and Sponsor shall have the unconditional right to reproduce, distribute, display, exhibit, transmit, broadcast, stream, synchronize with visual material, modify, amend, create derivative works, and otherwise use and permit others to use these photographs and footage throughout the universe in any and all media now known or hereafter devised, in all languages and in all versions, in perpetuity, without compensation, except where prohibited by law.

10. RULES & WINNERS' LIST: For a list of winners (after November 19, 2008 and before February 5, 2009) and/or Rules (before October 26, 2008), send a self-addressed, stamped envelope to: Disney Wizards of Waverly Place Triptastic New Yorkis Sweepstakes, Winner/Rules, P.O. Box 10189, WWPTNY, Burbank, CA 91510-0189. A copy of the Rules may also be obtained by printing this web page.