

**“ACES NEED FACES” BLACKJACK CONTEST
OFFICIAL RULES**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE IMPROVE ONE’S CHANCES OF WINNING

1. SPONSOR: Walt Disney Internet Group, 500 South Buena Vista St., Burbank, CA 91521-6891, is solely responsible for all aspects of this Contest (“Contest”).

2. BRIEF OVERVIEW OF CONTEST: This is a Contest for you (“Contestant”) to compete to be selected as one of the ten (10) Winners to be awarded the prize listed below. The object of the Contest is to win the most hands of Blackjack each day during the Term of the Contest by visiting the Rowdy Rooster in Port Royal or King’s Arm in Tortuga to play. The Contest will commence at 12:01A.M., December 28, and end at 11:59:59 P.M., January 6, 2007 (“Term”). For purposes of these Official Rules (“Rules”), all times and days are Pacific Time. The awarding of each prize is subject to the eligibility and forfeiture provisions set forth below.

3. ELIGIBILITY: To be eligible for the Contest, at the time of entering the Contestant must be: **[1]** a natural person legally residing in, and physically located within, the 50 United States or the District of Columbia (“Territory”); **[2]** a registered user of the Website in compliance with the Website’s terms of use agreement (“TOU”); **[3]** not an employee, consultant, independent contractor or intern who has, within the past six months, performed services for Sponsor or any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Promotion or supplying the prizes, or their respective parent, subsidiary, affiliated or successor companies (collectively, “Entities”), nor a member of their household or immediate family. “Household members” shall mean people who share the same residence at least three months a year. “Immediate family members” shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses.

4. ENTRY: During the Term, visit www.piratesonline.com (the “Web site”) and log in to your account with your Member Name and Password. If you are not a Member of the Web site, you may become a Member for free by registering and providing the required information

Normal Internet access and usage charges imposed by your online service will apply. It is your sole responsibility to notify the Sponsor in writing if you change your e-mail address (“Address”). To do so, go to Website, log in, click on the “Modify” icon and follow the instructions on how to change your Address.

5. LIMITATIONS: In event of a dispute regarding the identity of the person submitting an Internet 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 4 are void. Any use of automated or programmed methods of effecting Entry is prohibited. 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, fraudulent, illegible, improperly accessed, inaccurate, incomplete, interrupted, late, lost, misrouted, multiple, mutilated, non-delivered, postage-due, stolen, tampered with, unauthorized or unintelligible; or any printing, production, technical, electronic or other errors; or for lost, interrupted or unavailable network, server or other connections; miscommunications; failed phone, computer hardware or software or telephone transmissions; technical failures; unauthorized human intervention; traffic congestion; garbled or jumbled transmissions; undeliverable e-mails resulting from any form of active or passive e-mail filtering; insufficient space in entrant’s e-mail account to receive e-mail; or other errors of any kind, whether due to electronic, mechanical or human error 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. Please review these Rules and the TOU carefully; however, In the event of a conflict between these Rules and the TOU, these Rules will control.

6. PRIZES: TEN (10) GRAND PRIZES: one (1) 8 GB iPod Touch (approximate retail value (“ARV”): \$299) will be awarded each day during the Term of the Contest to the Contestant that has won the most games of Blackjack. Total ARV of all prizes: \$2,990. Limit one prize per person/Address. Any depiction of prize is for illustrative purposes only. Prizes are not redeemable for cash or transferable. No substitution is allowed except, at Sponsor’s sole discretion, a prize of equal or greater value may be substituted. All prizes will be awarded

7. WINNERS: Potential winners of the Contest will be notified by posted on the Leader boards at the end of each Day. All legal responsibilities of a minor under the Rules will be assumed by the parent/legal guardian (“Parent”). Disqualification and the selection of an alternate winner may result from any of the following: **[1]** potential winner’s failure to respond to notification within ten (10) days after its mailing/transmission; **[2]** the return of an e-mail notification as undeliverable after three (3) attempts; **[3]** the return of any other notice or a prize as undeliverable; **[4]** potential winner’s failure to provide Sponsor with satisfactory proof that he/she is the authorized account holder of the Address associated with the winning Entry; **[5]** potential winner’s failure to claim a prize within ten (10) days after it is sent; and **[6]** potential winner’s failure to validly claim any prize by March 1, 2008.

8. CONDITIONS: Each Contestant by entering the Contest agrees, represents and warrants that: **[1]** he/she will be bound by the Rules, TOU and the Sponsor's decisions; **[2]** the Releasees are not responsible for claims, injuries, losses or damages of any kind 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 Contest or in any activity or travel related thereto or from any interaction with, or downloading of, computer Contest information; **[3]** 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); **[4]** 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 Contest, so that it cannot be conducted as originally planned, the Sponsor has the right to cancel, terminate or suspend the Contest; and in such event, to select a winner by such method as Sponsor in its sole discretion shall consider equitable; **[5]** the Releasees are not responsible for typographical or other errors in the offer or administration of the Contest, including but not limited to: errors in the advertising, Rules, selection and announcement of the winners and distribution of the prizes; **[6]** any portion of any prize not accepted or used by any winner will be forfeited and **[7]** the Releasees are not responsible for any inability of any winner to accept or use any prize (or any portion thereof) for any reason.