

**2011 PASSHOLDER 40th ANNIVERSARY SWEEPSTAKES
OFFICIAL RULES**

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

1. **SPONSOR:** Disney Destinations, LLC, 220 Celebration Place, Celebration, Florida 34747, is solely responsible for all aspects of this sweepstakes ("Sweepstakes").
2. **ENTRY:** This Sweepstakes is being conducted during the period commencing at 12:01 A.M., September 1, 2011 and ending at 5:00 P.M., October 1, 2011 ("Entry Period"), and is intended only for persons who are *Walt Disney World*® Passholders in good standing at the start of the Entry Period and who are at least 21 upon entering (individually, "Member"), subject to the Limitations below. For purposes of these Official Rules ("Rules"), all times are Eastern Daylight Time and "Day" shall mean each calendar day during the Entry Period, except the last Day shall be the period commencing at 12:01 A.M. and ending at 5:00 P.M., October 1, 2011. During the Entry Period, you may enter this Sweepstakes in one of the two following ways:

(a) **BY DEPOSIT ENTRY:** During the full Entry Period, an official entry form will be available for download at disneyworld.com/passholder and Uptown Jewelers Merchandise location in the *Magic Kingdom*® Park (individually, "Form"). Complete and deposit a Form at the Uptown Jewelers Merchandise location in the *Magic Kingdom*® Park in one of the entry boxes available in the lobby area ("Deposit Entry").

(b) **BY MAIL ENTRY:** Complete a Form or hand print your full name, address, telephone number, birth date and Passholder ID Number on an 8½" x 11" [plain sheet of paper and mail the completed Form or the sheet of paper](#) inside a postage prepaid business size (#10) envelope, to: Disney Destinations, LLC, 2011 Passholder 40th Anniversary Sweepstakes, P.O. Box 10000, Lake Buena Vista, FL 32830 ("Mail Entry").

"Entry" shall mean and refer to each Deposit Entry and Mail Entry.

3. **LIMITATIONS:** All Mail Entries must be postmarked by 5:00 P.M., October 1, 2011 and received by October 7, 2011. All Deposit Entries must be received by 5:00 P.M., October 1, 2011. Only one Entry per Member per Day regardless of method of Entry. Open only to Members who are legal residents of, and physically located within, the 50 United States or D.C. (collectively, "Territory"). Neither the Sponsor, nor its parent, subsidiary or affiliated companies, nor any of their respective officers, directors, shareholders, employees, agents or representatives (individually and collectively, "Releasees") are responsible for Entries from non-Members; Entries from Members residing, or physically located, outside the Territory; Entries that are altered, delayed, destroyed, forged, fraudulent, illegible, inaccurate, incomplete, irregular in any way, late, lost, misdirected, multiple, mutilated, postage-due, stolen, tampered with, unauthorized, unintelligible or otherwise not in compliance with these Rules; or other errors of any kind, whether due to any 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.
4. **PRIZES: One (1) Grand Prize:** a trip ("Trip") consisting of the following elements: **[1]** a one-night stay for the winner and up to three (3) guests at the Cinderella Castle Suite in the *Magic Kingdom*® Park; **[2]** one-day *Magic Your Way* tickets for winner and up to three (3) guests; **[3]** breakfast at Cinderella's Royal Table for four (4); **[4]** one (1) \$250 Disney Gift Card; **[5]** if winner resides more than two hundred fifty (250) miles from the *Walt Disney World*® Resort (the "Resort"), round-trip coach air transportation for four (4) between the major metropolitan airport nearest winner's residence ("airport of origin") and Orlando International Airport and **[6]** airport/Resort transfers. Trip must be taken by September 30, 2012 and is subject to availability. All expenses not specifically mentioned herein are not included and are solely the winner's responsibility, including but not limited to: transportation to the Resort if the winner resides within two hundred fifty (250) miles from the Resort, round-trip transportation between any airport of origin and winner's residence, room service, parking fees, laundry service, alcoholic beverages, telephone calls, tips and gratuities. (approximate retail value ("ARV"): \$3,600). The prize is 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. The prize will be awarded provided it is validly claimed by November 1, 2011, after which no alternate winner will be selected nor unclaimed prize awarded.

5. **PROCEDURES:** This Sweepstakes is being conducted during the Entry Period. On or about October 14, 2011, in a random drawing, Sponsor will select the potential winners from all eligible Entries received. Odds of winning depend on the total number of eligible Entries received.
6. **WINNERS:** The potential winners will be notified by U.S. Mail on or about October 19, 2011. 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 five (5) days after its mailing; **[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 winner's failure to execute and return an Affidavit of Eligibility/Liability/Publicity Release within five (5) days after it is mailed; **[5]** potential winner's failure to validly claim any prize by November 1, 2011 and **[6]** any other non-compliance with 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. All taxes are solely the responsibility of each winner, who will receive an IRS Form 1099 reflecting the value of the prize.
7. **CONDITIONS:** By entering this Sweepstakes and/or accepting any prize you may win, you agree, represent and warrant that: **[1]** you will abide by and be bound by the 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 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 or participation in this Sweepstakes or in any activity or travel related thereto; **[4]** the Releasees do not make any representation, warranty or guarantee, express or implied, relating to the Sweepstakes or prizes; **[5]** 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 statements about the promotion for any programming, publicity, advertising and promotional purposes without additional compensation, except where prohibited by law; **[6]** the Releasees are not responsible for typographical or other errors in the offer or administration of the Sweepstakes, including, but not limited to, errors in the advertising, Rules, selection and announcement of the winners and distribution of the prizes; **[7]** any portion of any prize not accepted or used by any winner will be forfeited; **[8]** the Releasees are not responsible for any inability of any winner to accept or use any prize (or any portion thereof) for any reason and **[9]** Sponsor has the right to modify prize award procedures at its sole discretion.
8. **RULES AND WINNERS' LIST:** For list of winners (after October 19, 2011) and/or Rules (before October 1, 2011), send a self-addressed, stamped envelope to: Disney Destinations, LLC, Rules/Winners, 2011 Passholder 40th Anniversary Sweepstakes, P.O. Box 10000, Lake Buena Vista, FL 32830.

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ABBREVIATED RULES FOR MICKEY MONITOR:

No purchase necessary. Void where prohibited or restricted by law. Entry Period: September 1, through October 1, 2011. Open to Walt Disney World Passholders 21 or older in good standing at the start of the Entry Period who are legal residents of the 50 United States or D.C. For full Official Rules, go to Disneyworld.com/passholder or write to Disney Destinations, LLC, 2011 Passholder 40th Anniversary Sweepstakes Rules, PO Box 10000, Lake Buena Vista, 32830.