CAL RIPKEN JR. HOTHEAD SWEEPSTAKES OFFICIAL RULES MARCH 1 – APRIL 15, 2011

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

- **1. SPONSOR**: Disney Online, 500 South Buena Vista St., Burbank, CA 91521, is solely responsible for all aspects of this sweepstakes ("Sweepstakes").
- 2. ELIGIBILITY: Open only to persons who are legal residents of, and physically located within, the 50 United States or D.C., (collectively, "Territory"). If you are a minor (as defined by the state of primary residence, "Minor"), you must have permission from your parent/legal guardian ("Parent") in order to enter the Sweepstakes and be eligible for a prize. Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have, within the past six (6) months, performed services for Sponsor, any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes or supplying the prize, or for their respective parent, subsidiary, affiliated or successor companies; (individually and collectively, "Entities"), the members of their households and immediate families, and any person who, within the past six (6) months, has been awarded a Grand Prize in any sweepstakes conducted by Sponsor, are all ineligible to enter or win a prize. "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, stepsiblings, or spouses.
- **3. ENTRY:** You may enter this Sweepstakes during the period beginning at 12:01 A.M., March 1, and ending at 11:59:59 P.M., April 15, 2011 ("Entry Period") in one of two (2) following ways:
 - (a) Text Entry: You may enter via text messaging by sending on your mobile phone ("Cell") the following keyword: "HOTHEAD as an SMS text message to the SMS shortcode 347639 (DISNEY) ("Text Entry"). Message and data rates may apply to each text message sent and received. You will receive a confirmation SMS text message on your Cell for each Text Entry. In order to enter the Sweepstakes via text messaging, you must have a text messaging two-way capable phone and digital and SMS service.

By entering, you grant to Sponsor your consent to call your Cell should you be selected a potential winner. Text messaging may not be available in all areas.

(b)Mail Entry: Hand print your full name, address, daytime phone number and birth date on a 3" x 5" card, and mail it inside a postage prepaid business size (#10) Envelope, to: CAL RIPKEN JR. HOTHEAD SWEEPSTAKES, c/o Disney Publishing Worldwide, 44 S Broadway, 9th Floor, White Plains, NY ("Mail Entry").

For purposes of these Official Rules ("Rules"), all times are Pacific Time, "Day" shall mean each calendar day during the Entry Period and "Entry" shall mean and refer to each Text and Mail Entry. The Sponsor's computer is the official clock for the Sweepstakes.

4. LIMITATIONS: In order to be eligible, each Text Entry must be received by11:59:59 P.M., April 15, 2011, and each Mail-in Entry must be postmarked by April 15, and received by April 22, 2011. Limit ten (10) total Entries per person per Day (regardless of method of Entry or whether one person has more than one Cell or more than one person use the same Cell) and provided that each Entry must be separately transmitted or mailed. In event of a dispute regarding the identity of the person submitting a Text Entry, the Entry will be deemed to be submitted by the person in whose name the Cell 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. 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, illegible, improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, late, lost, misdirected, multiple, mutilated, non-delivered, postage-due, stolen, tampered with, unauthorized, unintelligible or otherwise not in compliance with these Rules; failed, partial or garbled text messages; technical failures of any kind, including but not limited to electronic malfunction or damage of any network, hardware or software; any error, omission, interruption, deletion, defect, delay in operation or transmission; communications line failure; any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, providers, computer equipment, or software; failure of any Entry to be received on account of technical problems; miscommunications; unauthorized human intervention; traffic congestion; 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 and any attempt by a person to use multiple Cells to register more than once may result in disqualification at Sponsor's sole discretion. Void where prohibited or restricted by law and subject to all applicable federal, state, local and municipal laws and regulations.

- 5. PRIZES: Seventy five (75) FIRST PRIZES: one (1) gift pack consisting of one (1) of each of the following elements signed by Cal (1) Hothead book; (2) baseball and (3) photo (approximate retail value ["ARV"]: \$292). Total ARV of all prizes: \$21,900. Limit one prize per person/Cell. 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 prizes. A prize cannot be used in conjunction with any other promotion or offer. Prize elements may not be separated. Only the number of prizes stated in the Rules is available to be won. All prizes will be awarded provided a sufficient number of eligible Entries are received and prizes are validly claimed by July 1, 2011, after which no alternate winners will be selected, nor unclaimed prizes awarded.
- **PROCEDURES:** Sweepstakes will be conducted during the Entry Period. On or about April 30, 2011, in a random drawing, the potential winners will be selected from all eligible Entries received. Odds of winning depend on the total number of eligible Entries received.
- 7. WINNERS: On or about May 1, 2011, each potential winner who entered by Text Entry will be notified by phone to his/her Cell and each potential winner who entered by Mail Entry will be notified by U. S. Mail. Winners must meet all eligibility requirements. All legal responsibilities under the Rules of a Minor will be assumed by a Parent; and a Minor winner's prize will be awarded in the name of the Parent for the benefit of the Minor. 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 three (3) days; [2] the return of a notification or prize as undeliverable; [3] potential winners' failure to provide Sponsor with satisfactory proof of age, identity and residency; [4] potential winners' failure to validly claim any prize within ten (10)

days after it is sent; **[5]** potential winners' failure to validly claim any prize by July 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.

CONDITIONS AND RELEASES: By entering this Sweepstakes 8. and/or accepting any prize you may win, you agree 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; [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] 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 Sweepstakes-related activity or travel; [5] winner's acceptance of any prize constitutes the grant to Sponsor and its assigns of an unconditional right to use winner's name, address (city and state only), voice, likeness, photograph/video, biographical and prize information and/or statements about the promotion (collectively, "Personal Material") for any programming, publicity, advertising and promotional purposes, in any media now known or hereafter created or conceived, worldwide in perpetuity or on a winner's list. without additional compensation. except where prohibited by law; [6] although Sponsor is not obligated to use any of the Personal Material, it may do so and may edit such Personal Material, at Sponsor's sole discretion, without further [7] in the event viruses, bugs, obligation or compensation; unauthorized human intervention, Acts of God, acts or regulations of governmental or supra-national authority, war, emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism or other matters beyond the Sponsor's reasonable prevent or impair the administration, security, control. corrupt. 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; [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; (b) violating the Rules; (c) violating the Terms of Use or other terms, conditions of use and/or general rules or guidelines of any Sweepstakes property or service; (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or (e) for any other good cause as determined solely by the Sponsor; [12] 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 you be permitted to obtain awards for, and you hereby waive all rights to claim, punitive, incidental, special, consequential damages and any other damages, other than for actual out-of-pocket expenses and waive all rights to have damages multiplied or otherwise increased and [13] Sponsor has the right to modify prize award procedures at its sole discretion.

9. RULES & WINNERS' LIST: For the names of the winners (available after May 1, 2011) and/or Rules (before April 15, 2011), send a self-addressed, stamped #10 envelope to: Cal Ripken Jr. Hothead Sweepstakes, c/o Disney Online, 500 S. Buena Vista St., Burbank, CA 91521.

HOTHEAD (2-8-11) #4526