



Early Access Drawings for shopDisney's High-Demand Items

Promotion Terms

Last updated and effective October 6, 2020

To participate in shopDisney's MerchPass random drawing events for the opportunity to purchase high demand products, you must agree to and abide by these Promotion Terms and all decisions of shopDisney, which are final and binding in all respects.

NO PURCHASE NECESSARY TO ENTER A DRAWING

IF SELECTED IN A DRAWING, YOU WILL BE GIVEN THE OPPORTUNITY TO PURCHASE DURING A SPECIFIED WINDOW OF TIME

1. **SPONSOR:** Disney Shopping, Inc. ("shopDisney"), 1101 Flower Street, Glendale, CA 91201
2. **ELIGIBILITY:** MerchPass events are open only to legal residents of the 50 United States, the District of Columbia, or Puerto Rico who are at least eighteen (18) years of age or the age of majority in their jurisdiction of residence, whichever is older. Void where prohibited or restricted by law.
3. **HOW TO PARTICIPATE:** Please visit shopdisney.com/merchpass ("Website") to get information on current and upcoming MerchPass events (each MerchPass event is referred to as a "Promotion"). The entry period for an individual Promotion will be listed on the Website prior to the Promotion's commencement. All days and times are Pacific Time unless otherwise indicated. shopDisney's computer is the official time-keeping device for the Promotion.

You must have a registered Disney Account on shopDisney.com ("Account") to participate. If you do not have an Account, you can register one for free by visiting shopDisney.com, clicking on the "Sign In | Sign Up" link, clicking "Create an Account," and providing the requested information on the registration form.

To participate in a particular Promotion, visit shopdisney.com/merchpass during the entry period and log in with your Account credentials. Most Promotions involve multiple drawings, each for the opportunity to purchase a different product. Select the drawings you are interested in entering. Then, check the box agreeing to these Promotion Terms as well as Disney's Terms of Use (disneytermsofuse.com) and Privacy Policy (disneyprivacycenter.com). **If this box is not checked, you will not be able to complete the entry procedure or participate in the promotion.** Afterwards, click "Submit" to finalize your submission and you will be entered once into each drawing that you selected. **Your submission must be received by the close of the entry period.** Normal internet access and usage charges imposed by your internet service provider will apply.

You may only submit once to each MerchPass Promotion, but your submission may include entries into multiple drawings within that Promotion. If several submissions are received, only the first will be recorded. If many submissions are received, all entries may be declared void and the entrant may be disqualified from participating in future MerchPass events and other promotions offered by shopDisney. Likewise, the use of automated or programmed methods of entry, multiple identities, multiple e-mail addresses, or any other artifice or device to violate the entry limit are strictly prohibited, resulting in all entries being declared void and the entrant being disqualified from participating in future MerchPass events and other promotions offered by shopDisney.

In the event of dispute, entry shall be deemed made by the authorized owner of the e-mail account associated with the Account used to enter, i.e. the natural person who is assigned to the e-mail address by an internet access provider, online service, or other organization that is responsible for assigning e-mail addresses, as determined by shopDisney in its sole discretion.

4. **RANDOM DRAWING:** Selections will be made by random drawing. Each purchase opportunity offered by shopDisney will have its own, separate random drawing, comprised only of eligible entries received where the entrant selected that purchase opportunity. Entries received for one purchase opportunity's random drawing will not be retained for any other purchase opportunity's random drawing. All random drawings will occur on or around the date specified on the Website for a particular Promotion. Drawings will be conducted by shopDisney, whose decisions are final and binding in all respects. Odds of being selected in a given purchase opportunity's random drawing depend on the total number of eligible entries received for the random drawing associated with that product's purchase opportunity.
5. **NOTIFICATION OF RANDOM DRAWING RESULTS:** Entrants will be notified via the e-mail associated with their Account if their entries were selected in one or more drawings ("Results Notification E-Mail"). It is the sole responsibility of the entrant to check their e-mail account (including their spam/junk e-mail folder) for the Results Notification E-Mail. shopDisney will only attempt to send the Results Notification E-Mail once. It is your sole responsibility to update your Account if there are any changes to your e-mail address.

If the Results Notification E-Mail indicates that your entry was selected in the drawing for a purchase opportunity, you will receive the opportunity to purchase that item at the designated price by the date and time identified on the Website. For clarity, you will not receive the product itself, but the opportunity to purchase that product.

6. **FULFILLMENT IF ENTRY IS SELECTED:** To make your purchase, log in to your Account on shopDisney.com during the purchase window identified on the Website. If your entry was selected in the drawing for one or more purchase opportunities, the product(s) will automatically be waiting for you in your Bag (i.e., your shopDisney shopping cart) after your Account is authenticated. The purchase price for a Promotion item does not include applicable taxes and shipping charges, which are your sole responsibility. In addition, you are solely responsible for any other unspecified costs in conjunction with the completion of your purchase transaction and acceptance, possession, receipt, and use of the product(s). Follow the instructions to complete your transaction, including providing a valid credit card or other payment method accepted by shopDisney to purchase the product(s).

YOU ARE NOT REQUIRED TO PURCHASE IF SELECTED. However, to give all interested entrants a fair chance to purchase, we recommend only submitting an entry if you are actually interested in purchasing the item(s) selected at the designated price. There is no liability or obligation of any kind for electing not to purchase, except that shopDisney reserves the right to prohibit individual from participating in MerchPass events if they repeatedly submit entries and elect not to purchase.

In making a purchase, you understand and agree that:

- a. If the selected item is a "limited edition" or "limited release" product, shopDisney will determine in its sole discretion the number of units made available for purchase through the Promotion or other channels, which may or may not be disclosed to entrants; and
- b. Your purchase is subject to all terms and conditions of sale on shopDisney, including without limitation shopDisney's policy for product returns and exchanges (see help.shopdisney.com), the warranty (if any) on the selected item, and Disney's Terms of Use (<http://disneytermsofuse.com>) and Privacy Policy (<http://disneyprivacycenter.com>).

You may purchase other non-Promotion products in the same transaction, which may result in additional taxes and shipping costs. You may also apply shopDisney promotion codes and offers that are applicable to your purchase, but please note that such promotion codes and offers will be subject to their stated terms and restrictions, many of which exclude limited edition and limited release products and certain brands, including products that are covered by the MerchPass Promotion. shopDisney may ship these additional products separately from the Promotion products. **If you are adding non-Promotion products to your Bag, do NOT remove the MerchPass products from your Bag unless you have decided not to purchase them, since doing so voids the opportunity to purchase them.**

Each household may only purchase two (2) of the same product across all transactions. shopDisney reserves the right to condition all purchases on your provision of satisfactory proof of your eligibility and compliance with the rules, and that you are the individual selected in the Promotion. The opportunity to purchase is not transferable. It is available only to the selected entrant. Any attempted transfer is void and constitutes tampering, disqualifying the entrant from the Promotion in question and possibly future MerchPass events and other promotions offered by shopDisney.

You must purchase during the purchase window identified on the Website. If your purchase is not completed by then, the opportunity to purchase the applicable MerchPass products will expire without liability of any kind to shopDisney. This includes without limitation failure to purchase due to payment rejection and other issues with the transaction, failure of the entrant to check or receive the Results Notification E-Mail, or the Results Notification E-Mail being late, lost, corrupted, jumbled, garbled, delayed, destroyed, misdirected, inaccessible or otherwise irregular/defective.

If a selected entrant's opportunity to purchase has expired, shopDisney may conduct additional drawings to select alternate entrants who have expressed interest in a purchase opportunity for that product.

7. **CONDITIONS & LIMITATIONS OF LIABILITY:** By participating in MerchPass Promotions, entrants agree to release and hold harmless shopDisney, any organizations responsible for sponsoring, fulfilling, administering, advertising, or promoting MerchPass Promotions, and its and their respective parent, subsidiary, affiliated, and successor companies, as well as each of their respective officers, directors, employees, agents, and representatives and each of their respective successors, representatives, and assigns, as well as Facebook, Inc. and Twitter, Inc. (collectively, the "Released Parties") from any and all actions, claims, injury, loss, or damage arising in any manner, directly or indirectly, from participation in MerchPass Promotions, including (if applicable) the opportunity to purchase any selected product. By entering, entrants authorize shopDisney and its designees to use their name, voice, likeness, photograph, biographical data, and city and state of residence in programming, advertising, and/or promotional material without compensation to the extent permitted by law. shopDisney is not obligated to use any of the above-mentioned information or materials, but may do so and may edit such information or materials at shopDisney's sole discretion, without obligation or compensation. All federal, state, and local laws and regulations apply. All entries become the property of shopDisney.

shopDisney and its agencies are not responsible for failed, partial, or garbled computer transmissions, or for technical failures of any kind affecting MerchPass Promotions in any manner, including but not limited to electronic malfunction or damage of any network, hardware, or software. If for any reason a Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or technical failures beyond shopDisney's control that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Promotion (including entries or otherwise), shopDisney reserves the right, in its sole discretion, to disqualify any individual, whether or not the individual is a participant in the Promotion, who tampers with the entry process, and to terminate, modify, or suspend the Promotion. In such event, shopDisney reserves the right to conduct the Promotion and, for all affected drawings, award the exclusive opportunity to purchase the corresponding products by means of a random drawing from among all eligible entries received that selected that drawing prior to and/or after (as appropriate) the action taken by shopDisney in a manner that is fair, appropriate, and consistent with these Promotion Terms, as determined by shopDisney in its sole discretion. Notice of termination, modification, or suspension of a Promotion will be posted on the Website. No responsibility is assumed for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or loss, destruction or unauthorized access to, or alteration of, entries; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or electronic entry or participation to be received on account of technical problems or traffic congestion on the Internet or at any website/platform, or any combination thereof, including any injury or damage to any person's computer related to or resulting from participation in or downloading any materials from MerchPass Promotions. shopDisney's failure to enforce any provision of these Promotion Terms shall not constitute the waiver of such provision.

Persons entering the MerchPass Promotions further agree not to knowingly damage or cause interruption of the Promotion and/or prevent others from participating in the Promotion. **CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE, WEBSITE OR PLATFORM OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SHOPDISNEY MAY DISQUALIFY ANY PERSON, MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW, WHETHER OR NOT THE INDIVIDUAL IS A PARTICIPANT IN THE PROMOTION.**

8. **DISPUTES:** To the fullest extent permitted by law, entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Promotion or the awarding of the opportunity to purchase shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Central District of California/Western Division or California State court situated in Los Angeles County, California; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion and the purchase price of selected product(s) (if a selected entrant), but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Promotion Terms, or the rights and obligations of the entrant and shopDisney in connection with the Promotion 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.
9. **PRIVACY POLICY:** Personal information provided in conjunction with Promotion entry is subject to Disney's privacy policy, available at disneyprivacycenter.com.

This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram, or Twitter.