# Give Kids The World & Make-A-Wish® "Maiden Voyage Wish Tower Suite"

### Chance to Win Official Rules

#### WHO YOU'LL HELP:

Give Kids the World Village® is an 89-acre, nonprofit "storybook" resort located near Central Florida's most beloved attractions. Critically ill children and their families are treated to weeklong, cost-free vacations, complete with accommodations in whimsical villas, transportation, donated attraction tickets, meals and much more. Since 1986, Give Kids the World Village has welcomed more than 177,000 families from all 50 states and over 76 countries. For more information, visit <a href="www.givekidstheworld.org">www.givekidstheworld.org</a>.

Make-A-Wish creates life-changing wishes for children with critical illnesses. Founded in 1980, Make-A-Wish is the world's leading children's wish-granting organization, having granted more than 500,000 wishes in nearly 50 countries worldwide. Together with generous donors, supporters, staff, and more than 40,000 volunteers around the globe, Make-A-Wish delivers hope and joy to children and their families when they need it most. Make-A-Wish aims to bring the power of wishing to every child with a critical illness because wish experiences can help improve emotional and physical health. For more information about Make-A-Wish America, visit wish.org.

## NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU HAVE NOT YET WON.

BY ENTERING YOU WILL RECEIVE MARKETING EMAILS FROM EITHER GIVE KIDS THE WORLD OR MAKE-A-WISH BASED ON SOURCE OF ENTRY. YOU MAY OPT-OUT ANYTIME AFTER THE FIRST EMAIL. The "Beneficiaries" of the Chance to Win are Give Kids the World, Inc., 210 S. Bass Road, Kissimmee, FL 34746 ("GKTW"), and Make-A-Wish Foundation of America ("MAW"). GKTW is the conductor (sponsor) of the Chance to Win. Magical Cruise Company, Limited (d/b/a Disney Cruise Line), which is providing certain components of the Vacation Package (as defined below), and none of the Disney Companies (as defined below) are beneficiaries, conductors, sponsors or administrators of the Chance to Win. The personal data included in entries will be collected by GKTW in accordance with the privacy policy set forth at <a href="https://www.gktw.org/contact/privacy.php">https://www.gktw.org/contact/privacy.php</a>, and may be shared with MAW and/or, for purposes of fulfilling certain components of the Vacation Package, the Disney Companies.

- 1. Eligibility: The Maiden Voyage Wish Tower Suite promotion (the "Chance to Win") is governed by US and Florida law and is subject to all applicable federal and state laws and regulations. Employees, officers, directors and agents of GKTW, MAW and Magical Cruise Company, Limited (d/b/a Disney Cruise Line), its parent, affiliates, subsidiaries, related companies and their respective assigns (collectively, "Disney Companies"), and members of the immediate family or household of each are not eligible to participate. Immediate family members are defined as a parent, sibling, or any person residing in same household as employee. To participate in this Chance to Win, participants must be at least 18 years of age. This Chance to Win is limited to residents of the United States, excluding residents of the State of New York. This Chance to Win is void where prohibited by law.
- 2. Agreement to official Rules: Participation constitutes entrant's agreement to these Official Rules and GKTW's decisions, which are final and legally binding in all respects.
- 3. Timing: (a) Chance to Win begins on May 26, 2022 at 3:00 pm Eastern Time ("ET") and ends June 12, 2022 at 11:59 p.m. ET ("Chance to Win Period"). GKTW's designated computer server is the official time-keeping device for this Chance to win. (b) Winner Selection and Notification: one (1) potential winner will be randomly selected by GKTW or Promotion Activators, a third party hired to administer certain aspects of the Promotion, from all eligible entries received during the Chance to Win Period, on or about June 14, 2022. Potential winner(s) will be notified by email and/or phone (as GKTW elects) using the contact information provided at the time of entry. Neither GKTW nor MAW shall have any liability for notification(s) that are lost, intercepted, or not received for any reason. If, prize notification is returned as unclaimed or undeliverable, such potential winner will forfeit prize and alternate potential winner may be selected. If any potential winner is found to be ineligible or if the potential winner has not complied with these Official Rules or declines or fails to claim (on or before June 21, 2022) a prize for any reason, such potential winner will be disqualified and an alternate winner will be selected.
- 4. Grand Prize: The vacation package to be awarded as the grand prize for this Chance to Win includes the following elements (collectively, the "Vacation Package"):
  - A five (5)-night cruise on the *Disney Wish*, departing Port Canaveral, Florida on July 14, 2022, for up to eight (8) persons, including:
    - One (1) 2-story Concierge Wish Tower Suite aboard the *Disney Wish* with a maximum occupancy of eight (8) people.
    - All meals onboard the *Disney Wish* (excluding Palo Steakhouse and the adult-exclusive Fine Dining- Enchante by Chef Arnaud Lallement).
    - Pre-paid onboard gratuities for the stateroom host/hostess, dining room server, assistant server, and head server.

- Taxes, Fees, and Port Expenses (as defined on the *Disney Cruise Line* website).
- Port Parking Fee for up to three (3) vehicles. Parking must be at the Disney Cruise Line Terminal.
- Domestic roundtrip coach airfares for the prize winner and their travel party (up to eight (8) persons total), provided the prize winner and traveling party reside outside a 200 mile radius of Port Canaveral, from the major United States gateway airport closest to the prize winner's residence to Orlando International Airport, selections/arrangements to be provided by GKTW or MAW.
- Payment of federal income taxes for winnings, at the current IRS rate of withholding, based on the fair market value as determined by the number of actual participants, up to the eight (8) people maximum, to be provided by GKTW or MAW.

All costs and expenses not expressly stated in the Vacation Package description above are excluded and solely the responsibility of the prize winner or his/her/their guests, including but not limited to: shore excursions; travel insurance; laundry service; spa treatments; alcoholic beverages; local and long distance telephone calls; ship to shore communications including internet; merchandise and souvenirs; excess baggage fees; airport parking; rental cars; transportation to/from airports; and tips and gratuities not specifically set forth above.

Approximate retail value ("ARV") of this prize package is \$115,000, which includes Taxes, Fees, and Port Expenses (as defined on the *Disney Cruise Line* website). The actual value of the Vacation Package may vary depending on point of departure and fluctuations of rates and airfares. Any difference between the ARV and the actual value of the prize will not be awarded.

Vacation Package components may not be sold, traded, transferred, or refunded. Vacation Package is not redeemable for cash. Vacation Package is non-commissionable.

Travel for the Vacation Package must be booked within one (1) week of accepting the prize. *Disney Cruise Line* reserves the right to change the allowable travel dates, cruise ship or any other component of the Vacation Package, for any reason and in its sole discretion. No substitution of Vacation Package or any elements thereof is allowed, except at *Disney Cruise Line*'s sole discretion. Ports of call, offerings and experiences onboard are subject to change, availability and cancellation without notice.

The prize winner and up to seven (7) guests must travel together on the same itinerary. Once selected by the prize winner, guests cannot be changed without the express consent of *Disney Cruise Line*, which may be withheld for any reason. If the prize winner chooses to bring less than the allotted number of guests, the Vacation Package will be awarded in increments suitable for the actual number of participants with no substitute Vacation Package or compensation provided to the prize winner.

Vacation Package fulfillment is subject to restrictions and availability. The Disney Companies and *Disney Cruise Line* are not liable, including for any costs or expenses, if any component of the Vacation Package is delayed, postponed or cancelled for any reason and prize winner will not be reimbursed, and no substitution will be provided except as in *Disney Cruise Line*'s sole discretion.

The prize winner and his/her/their guests are responsible for providing proper citizenship documentation to travel which may include passports, valid alien registration card and/or necessary visas. Those without proper citizenship documentation will be denied boarding. The prize winner and each guest are responsible for ensuring that they have proper citizenship documentation.

The prize winner and his/her/their guests will be required to execute a liability/publicity/COVID-19 release and waiver form prior to booking of any travel. The prize winner and each guest will also be required to sign the *Disney Cruise Line* cruise contract before embarkation (the "Cruise Contract"). The Cruise Contract is available at <a href="https://www.disneycruise.com/cruisecontract">www.disneycruise.com/cruisecontract</a>. Failure to return the executed release form or to accept and sign the Cruise Contract within the specified time periods will result in forfeiture of the entire Vacation Package. Prize winner acknowledges that he/she is solely responsible for any actions, claims or liabilities of their travel party, related to any use or misuse of the Vacation Package or any related activity or travel.

The prize winner and his/her/their guests are required to comply with *Disney Cruise Line*'s health and safety measures and operational guidelines, including but not limited to, vaccination, face covering, COVID-19 testing and physical distancing requirements. Persons not meeting embarkation requirements will be denied boarding. Visit <a href="https://www.disneycruise.com/updates">www.disneycruise.com/updates</a> for the latest information.

Health and safety measures and operational guidelines, ports of call and offerings may change at any time without notice. Certain onboard venues, experiences and other offerings may be modified or unavailable, will have limited capacity and will be subject to limited availability, advance reservations or even closure.

Minors under the age of eighteen (18) not traveling with a parent or legal guardian must be accompanied by an adult over the age of twenty-one (21) in the same stateroom. The parent or guardian of any minor not traveling with a parent or guardian must appoint an adult to have custody and control over their minor and to contract on their behalf in connection with the *Disney Cruise Line* vacation. An appointment form will be included in the document package and must be signed by parent or legal guardian prior to embarkation at the *Disney Cruise Line* terminal.

None of GKTW, MAW and/or the Disney Companies shall have any responsibility or liability for cancellations, delays, or any other change by any company or person providing any element of Vacation Package due to reasons beyond GKTW's, MAW's and/or the Disney Companies' respective control, and are not responsible or liable for any expenses incurred as a consequence thereof.

GKTW shall have the right, but not the obligation, to make any deductions and withholdings that GKTW deems necessary or desirable under applicable federal, state and local tax laws, rules, regulations, codes or ordinances.

Except as otherwise provided herein, federal, state and local taxes, if any, are the sole responsibility of the prize winner, who will receive an IRS Form W2G reflecting the final actual value of any prize valued at \$600 or more.

Winner will be required to sign and return to GKTW, within six (6) calendar days of the date printed on the notification, an Affidavit of Eligibility, W2G, W-9 taxpayer identification form, another form of identification and except where prohibited by law, a Liability/Publicity Release, in order to claim the prize.

Certain travel restrictions apply, as well as all rules of *Disney Cruise Line*, and all governmental mandates. The prize will be forfeited in its entirety if the winner or their guests fail to comply with all applicable rules.

The winner and his/her/their guests will be required to consent to a background check, and the prize may be forfeited, at the sole and absolute discretion of GKTW, in the event such background check discloses criminal background history or is otherwise unsatisfactory to GKTW.

<u>Disclaimer:</u> WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND GKTW AND MAW HERBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

Odds of winning depend on the number of valid entries received. GKTW will not replace any lost, mutilated, or stolen prizes. Prizes are non-saleable, non-transferable, non-refundable and non-commissionable, and no substitutions will be made except as provided herein, in GKTW's or *Disney Cruise Line*'s sole discretion, as applicable. Prize is not redeemable for cash. GKTW or *Disney Cruise Line*, as applicable, reserves the right to substitute a particular prize for one of comparable or greater value.

#### 5. How to Enter: There are two ways to enter:

Online: During the Chance to Win Period, visit <a href="www.WinWishCruise.com">www.WinWishCruise.com</a> or <a href="WinWishCruise.org">WinWishCruise.org</a>. Make the following contribution, pay a 5% service fee per transaction, and receive the related number of entries.

Entry Fee	Number of Entries
\$10.00	20 Entries
\$25.00	125 Entries
\$50.00	500 Entries
\$100.00	1,200 Entries
\$150.00	2,000 Entries
\$250.00	4,000 Entries

Complete the entry registration with all the required information, agree to the Official Rules and submit.

Florida: GKTW Registration NO CH871, A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE WITHIN THE STATE, 1-800-435-7352 OR FROM THE DIVISION OF CONSUMER SERVICES' WEBSITE, WWW.800HELPFLA.COM. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL OR RECOMMENDATION BY THE STATE.

**To enter without a contribution:** On a 3" x 5" card, hand write your full name, complete mailing address, city, state, Zip Code, age, email and telephone number and place in a standard size envelope and mail to: Give Kids The World "Maiden Voyage Wish Tower Suite" Promotion, Chance to Win Entry, 210 South Bass Road, Kissimmee, FL 34746. Mail in entries **must be received** by June 12, 2022. GKTW and MAW are not responsible for lost, late, misdirected, stolen, damaged or postage due mail. One written entry will be accepted per mailed in envelope. The number of entries each mail-in card will yield will be based upon the average purchase transaction during the promotion period. For example, if the average purchase transaction is \$50, then for each mail-in entry received, the entrant will receive five hundred (500) entries. Entries generated by script, macro, or other automated means or any means that subvert the entry process will be void. All entries become the property of GKTW.

- 6. Winner Requirements: Acceptance of prize shall constitute winner's agreement and consent to GKTW's, MAW's, the Disney Companies' and their respective designees' use of winner's name, city, state, likeness, photo (including, without limitation, Facebook profile photo), avatar, and/or prize information in connection with this Chance to Win for promotional, advertising or other purposes, in any manner, worldwide, in any and all media now known or hereafter devised, including the Internet without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.
- 7. Release: By entering, you agree to release, indemnify and hold harmless GKTW, MAW, the Disney Companies, and their respective officers, directors and employees (the "Released Parties") from and against any and all liability, claim or cause of action, including, but not limited to, injuries, death, loss or damage of any kind, arising from or in connection with this Chance to Win and the operation and administration thereof, your participation in the Chance to Win, or receipt or use or misuse of any prize by you and/or your guest.
- **8. General Conditions:** GKTW reserves the right to suspend or modify this Chance to Win, or any part of it, if any fraud, technical failures, or any other factor impairs the integrity or proper functioning of this Chance to Win as determine by GKTW in its sole discretion. If terminated, GKTW will determine winner from among all non-

suspect, eligible entries received up to time of such action or as otherwise deemed fair and appropriate by GKTW. GKTW in its sole discretion reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of this Chance to Win or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated entries.

- **9.** Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in this Chance to Win: (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or this Chance to Win; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of this Chance to Win, the uploading, the processing or random selections of entries, the announcement of the prize or in any Chance to Win-related materials; (5) late, lost, garbled, misdirected, inaccurate, incorrect, undeliverable, damaged or stolen entries or mail; (6) costs associated with claiming or redeeming the prizes; or (7) loss or damages resulting from an entrant's connection to the internet via any of the websites contained herein. The Released Parties are not responsible for any incorrect, mis-transcribed, misdirected, or undeliverable entries, E-mail transmissions, incorrect announcements of any kind, or for any technical problems of any kind, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled, or delayed computer transmission or any combination thereof. The Released Parties assume no responsibility for late, lost, incomplete, inaccurate, or damaged entries, or undeliverable E-mails resulting from any form of active or passive E-mail filtering by a user's Internet service provider and/or E-mail client or for insufficient space in user's E-mail account to receive E-mail. The Released Parties do not accept responsibility for any damage (whether material or not-material caused to entrants, to their computer equipment or to data which is stored on them, or to their personal, professional, or commercial activities. Proof of submitting entries will not be deemed to be proof of receipt by GKTW.
- 10. GOVERNING LAW/JURISDICTION: ALL ISSUES CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION, AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR ANY OF THE RELEASED PARTIES IN CONNECTION WITH THE CHANCE TO WIN SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

- 11.VENUE: By participating in this Chance to Win, each entrant agrees that any and all disputes the entrant may have with, or claims entrant may have against, the Released Parties relating to, arising out of or connected in any way with (i) the Chance to Win, (ii) the awarding or redemption of any prize, and/or (iii) the determination of the scope or applicability of this agreement, will be resolved individually and exclusively in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division); or if neither or such courts shall have jurisdiction, then before any other court sitting in Orange County, Florida, having subject matter jurisdiction for trial and determination by the court sitting without a jury
- **12. Winners List:** For the name of the winner: send a self-addressed stamped envelope to: Give Kids the World "Maiden Voyage Wish Tower Suite" WINNER, 210 South Bass Road, Kissimmee, FL 34746.
- 13. Intellectual Property: The use of any prize provider, name or trademark in connection with the prize is solely for the purpose of describing such prize and is not intended to suggest any affiliation or sponsorship. All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are the property of their respective owners. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.