

THE FOLLOWING PROMOTION IS INTENDED ONLY FOR LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND WASHINGTON D.C. (EXCLUDING PUERTO RICO, AND OTHER U.S. TERRITORIES) WHO ARE LOCATED IN THE UNITED STATES AND SHALL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW. DO NOT PROCEED WITH THIS PROMOTION IF YOU ARE NOT A LEGAL RESIDENT OF THE FIFTY (50) UNITED STATES OR WASHINGTON D.C. OR IF YOU ARE LOCATED OUTSIDE OF THE UNITED STATES.

ESPN THE WEEKEND  
First Take Giveaway

**OFFICIAL RULES**

**1. NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.** These are the official rules (the "**Official Rules**") for ESPN The Weekend First Take Giveaway (the "**Sweepstakes**"). The Sweepstakes is sponsored by ESPN Productions, Inc. (the "**Sponsor**"), 77 West 66th Street, New York, NY 10023.

**2. ELIGIBILITY:** This Sweepstakes is open only to U.S. legal residents of the fifty (50) United States and Washington, D.C. (EXCLUDING PUERTO RICO AND OTHER U.S. TERRITORIES), who are eighteen (18) years or older as of the date of entry (an "**Entrant**"). Void where prohibited by law. Employees or agents of Sponsor, ESPN, Inc., ABC, Inc., The Walt Disney Company, all other promotional partners, and each of their respective related companies, parent companies, affiliates, subsidiaries, advertising/promotion/fulfillment agencies, and the members of their immediate families (parents, siblings, children or spouse, regardless of where they live) or those persons living in the same household, whether related or not, of such individuals are ineligible to enter or win. All federal, state and local laws and regulations apply.

**3. TIMING:** This Sweepstakes begins at 10:00:00 a.m. Eastern Time on January 12, 2009 and ends at 4:59:59 p.m. Eastern Time on January 23, 2009 (the "**Sweepstakes Term**"). For purposes of these Official Rules all times are Eastern Time ("**ET**").

**4. HOW TO ENTER:** To access the Sweepstakes, entrant must be a member of ESPN.com or one of our family of websites: ABC.com, ABCNews.com, Disney Online, EXPN.com, Family.com, Movies.com, and log on to [www.espntheweekend.com](http://www.espntheweekend.com). Registration is free. Entrant will be asked to provide his or her name, address, email address, telephone number, birth date, gender and to select a password. Entrant will also be asked to consent to receive promotional emails. As a member, Entrant may enter the Sweepstakes by first logging in to the system with Entrant's current username and password. Entrant may then be asked to answer survey questions or to consent to receive promotional emails from the Sponsor. Answering survey questions or consenting to receive promotional emails is optional and does not have to be agreed to in order to be eligible to enter the Sweepstakes or to win a prize.

To complete his/her entry, Entrant must click on the "Confirm Entry" button. Entrants are responsible for insuring that all contact information is up-to-date and accurate. All entries must be received by the Sponsor by 4:59:59 p.m. on 1/23/09.

Sponsor, ESPN, Inc., ABC, Inc., The Walt Disney Company, Disney Destinations, their parent, related, affiliated and subsidiary companies and their agencies are not responsible for lost, interrupted or unavailable network, server or other connections, miscommunications, failed phone or computer hardware or software or telephone transmissions or technical failures, garbled or jumbled transmissions or other errors of any kind, whether human, mechanical or electronic, including without limitation the incorrect or inaccurate capture of entry information online, or for lost, late, incomplete, damaged, destroyed, delayed, stolen, misdirected or illegible entries. Once submitted, entries become the sole property of Sponsor and will not be returned.

**LIMIT:** ONE (1) ENTRY PER PERSON (REGARDLESS OF WHETHER ONE [1] PERSON HAS MORE THAN ONE [1] EMAIL ADDRESS) OR EMAIL ADDRESS (REGARDLESS OF WHETHER MORE THAN ONE [1] PERSON USES THE SAME EMAIL ADDRESS) FOR THE ENTIRE SWEEPSTAKES TERM.

Any attempt by any Entrant to use an automated system or to obtain more than one (1) entry by using multiple/different email addresses, identities or any other methods, will void all of that Entrant's entries, and render that person ineligible to receive the prizes. Entry materials/data that have been tampered with or altered

are void.

**5. PRIZE DETERMINATIONS:** One (1) Grand Prize winner will be selected by Sponsor via random drawing from all eligible entries received prior to 5:00 p.m. on January 23, 2009. The decision of Sponsor shall be final and binding. Limit one (1) prize per person or email address.

In case of a dispute as to any entry, the individual named on the applicable entry form, regardless of the name of the individual who is the authorized e-mail account holder will be deemed the entrant, and provided such individual is a valid Entrant, the prize will be awarded to such entrant.

By participating, Entrants agree to these Official Rules and the decisions of the Sponsor, which will be final and binding in all respects. Potential winners will be notified as defined below in Section 7. Winning a prize is contingent upon fulfilling all requirements set forth herein.

In no event will Sponsor be obligated to award more prizes than the number of prizes stated in these Official Rules. No more than the stated number of prizes will be awarded.

**6. PRIZE/APPROXIMATE RETAIL VALUE/ODDS OF WINNING:**

One (1) Grand Prize consisting of: one (6) day / (5) night trip for four (4) (Grand Prize winner plus three [3] travel companions) to ESPN The Weekend at the Walt Disney World® Resort near Orlando, FL. All travel must be taken between February 25, 2009 and March 2, 2009. Trip includes: 5-night hotel accommodations (one [1] standard room, quad-occupancy) from 2/25/09 – 3/2/09 at a Walt Disney World® Resort hotel selected by Sponsor; and four (4) six (6) day Magic Your Way Tickets with Park Hopper® option, good for admission to the Magic Kingdom® Park, Epcot®, Disney's Animal Kingdom® Theme Park and Disney's Hollywood Studios™ for the ESPN The Weekend event. In addition, if Grand Prize winner resides **outside a 250 mile radius** of Orlando, Florida, winner will also receive round-trip, coach class air fare for four (4) on board a scheduled U.S. carrier between the major U.S. airport closest to the Grand Prize winner's residence (in the fifty [50] United States/D.C. only) and the Orlando International Airport and four (4) round-trip ground transfers between the Orlando International Airport and the Walt Disney World® Resort via Disney's Magical Express Service. Approximate Retail Value ("ARV") of Grand Prize: \$ 4875.00. Total actual value of Grand Prize may vary depending upon point of departure, destination and airfare fluctuations. All expenses not specifically mentioned herein are not included and are solely the winner's responsibility, including but not limited to: hotel room service, laundry service, alcoholic beverages, merchandise and souvenirs, local and long distance telephone calls, tips, gratuities, service charges or taxes, and all other charges not otherwise described above. Grand Prize may not be sold, traded, transferred, rescheduled to dates not within the fulfillment period set forth above, or refunded. Grand Prize is not redeemable for cash.

Grand Prize winner must provide his/her own transportation to and from the airport of departure. Grand Prize travel dates and arrangements are subject to change and availability, holiday, blackout dates and other restrictions. Trip must be taken on dates specified by the Sponsor. If Grand Prize winner is unavailable on trip dates, he/she may be disqualified and the prize forfeited. Grand Prize winner/travel companion must travel on the same itinerary and at the same time and are solely responsible for obtaining any/all necessary travel documents (including but not limited to valid photo I.D., passport, etc.) before departure. Any travel companion who is a minor must be accompanied by parent/legal guardian on the trip who is 18 years of age or older. All travel must be completed by 3/3/08. Grand Prize winner may take fewer than three (3) travel companions on the trip, however, any element(s) not used by a travel companion(s) will be forfeited and the remaining elements shall constitute full satisfaction of the Grand Prize. If winner resides **within a 250 mile radius** of Orlando, Florida, round-trip ground transportation between winner's residence and the Walt Disney World® Resort shall be provided in lieu of airfare/transfer, and no additional airfare/transfer prizes will be awarded. Restrictions, conditions and limitations apply. *No compensation or substitution will be provided for any difference in the grand prize package value.*

Winner is solely responsible for any and all expenses, relative to participation in the Sweepstakes (including, without limitation, acceptance of any prize) not specified herein. Prize is subject to change and availability. Sponsor will not replace any lost or stolen tickets, travel vouchers, certificates, or prize items. Prize is not transferable. No prize substitution except at Sponsor's sole discretion due to prize unavailability for any reason and only then for prize of comparable value. Sponsor reserves the right to award the actual cash equivalent of any prize in lieu of the prize itself. The prize is 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). All entries will be declared made by individual named on the entry form.

If the actual value of a prize is less than the stated ARV, the difference will not be awarded.

Odds of winning a prize depend on the number of eligible entries received. ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE, IF ANY, ARE THE SOLE RESPONSIBILITY OF THE WINNER.

AN ENTRANT IS NOT A WINNER OF THE PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING ENTRY HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. ALL VERIFICATION DECISIONS MADE BY SPONSOR ARE FINAL. SPONSOR WILL NOT ACCEPT SCREEN SHOTS, AFFIDAVITS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS.

Sponsor reserves the right to conduct a background check of any and all records of any Grand Prize winner/travel companion, including without limitation, civil and criminal court records and police reports. To the extent necessary under law, Grand Prize winner/travel companion shall authorize this background check. Sponsor may also take all steps necessary to corroborate any information provided to Sponsor by Grand Prize winner/travel companion in his/her interview. In that regard, Grand Prize winner/travel companion will be obligated to provide necessary contacts and information so that Sponsor may conduct such investigation. Sponsor reserves the right (at its sole discretion) to disqualify Grand Prize winner/travel companion from any prize element, based on the background check.

**7. CONDITIONS OF PARTICIPATION:** Potential Grand Prize winner (only one winner) will be notified by email, phone, U.S. Mail, and/or overnight courier, within approximately five (5) days after the random drawing. Potential Grand Prize winner will be required to complete, sign, acknowledge before a notary public and return an Affidavit of Eligibility, a Liability Release and (where legal) a Publicity Release within five (5) days of issuance. Travel companion of potential Grand Prize winner (and if travel companion is a minor, such minor's parent/legal guardian) must complete, sign and return a Liability Release and (where legal) a Publicity Release included in winner's documents. Due to prize fulfillment deadline restrictions, Sponsor may require documents to be returned via fax in fewer than five (5) days.

Forfeiture of prize and the selection of an alternate (provided sufficient eligible entries are received) winner may result from any of the following: (1) a potential winner does not respond to a notification email or phone call (with all requested information) within the required time; (2) an email notification is returned as undeliverable after three attempts; (3) the failure of a potential winner to complete, sign, notarize and return a required Affidavit of Eligibility, a Liability Release and (where legal) a Publicity Release (and any other documents, if requested) within the required time; (4) any prize notification/documentation/prize returned as undeliverable for any reason; (5) a potential winner is ineligible or cannot be notified or contacted. (6) failure to respond to any other required time periods; (7) a potential winner's unavailability to travel on the dates and times specified by Sponsor; (8) any other non-compliance with the Official Rules. Proof of response by a potential winner does not constitute proof of receipt by Sponsor. In all instances in which Sponsor notifies, or seeks to deliver a prize or otherwise attempts to contact an alternate winner, if such alternate winner is unavailable or disqualified or if the prize is returned as undeliverable within the time frames otherwise allotted for the initially selected winner, then Sponsor may use its judgment to determine disposition of the prize - randomly select another Entrant, donate the prize or forfeit and not award the prize - in Sponsor's sole discretion.

Sponsor reserves the right, in its sole discretion to cancel, terminate, modify or suspend this Sweepstakes for any reason, including if: (a) viruses, bugs, unauthorized human intervention, fraud, technical failure or other causes corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes; or (b) there is an earthquake, flood, fire, storm or other natural disaster, act of God, labor controversy or threat thereof, civil disturbance or commotion, terrorism, disruption of the public markets, war or armed conflict (whether or not officially declared). In such event, the prize winner will be selected by Sponsor by a random drawing from all eligible entries received up to the time of such cancellation, termination, modification or suspension, or in such other fashion as shall be considered equitable in the sole discretion of the Sponsor.

**8. RELEASE, PUBLICITY:** By participating in this Sweepstakes or receiving a prize, Entrants agree to

release and to indemnify and hold harmless Sponsor, ESPN, Inc., ABC, Inc., The Walt Disney Company, Disney Destinations, LLC and all other promotional partners, and each of their respective related companies, parent companies, affiliates, subsidiaries, advertising/promotion/fulfillment agencies and each of their respective directors, officers, shareholders, employees and agents (collectively, the "Released Parties") for any liability, injury, emotional injury, death, loss or damages to Entrant or any person or entity, including without limitation damage to personal or real property, caused in whole or in part, directly or indirectly, by participation in this Sweepstakes (or related activities) or the acceptance, possession or use/misuse of a prize (including, without limitation, any travel or activity related to the prize). Except as otherwise prohibited by law, Entrant grants permission to use his/her name, address, likeness, photograph, prize information, voice and statements to Sponsor and each of its related companies, parent companies, affiliates, subsidiaries, and advertising/promotion agencies for this Sweepstakes and for advertising/publicity purposes in any and all media, worldwide in perpetuity without further compensation or consent.

**9. LIMITATIONS OF LIABILITY:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment, hardware, software or programming associated or used with the Sweepstakes; (2) technical errors, defects, delays or failures of any kind, including without limitation malfunctions, interruptions or disconnections in communications lines, Internet or website access, hardware or software; (3) digital or electronic disruptions, e.g., viruses, other security breaches; (4) unauthorized human intervention, e.g., hacking; (5) technical or human error which may occur in connection with any aspect of the Sweepstakes; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes, access to, copying or downloading materials from ESPN.com or any other website, or receipt or use of any prize.

Released Parties are not responsible for the inability to contact a winner or award a prize for any reason; or the inability of a winner to accept a prize for any reason; or for any delivery, travel or activity cancellations, delays, alterations or interruptions.

**10. DISPUTE RESOLUTION/CHOICE OF LAW:** Except where prohibited by law, by participating in this Sweepstakes, Entrant agrees that: (1) all issues and questions concerning these Official Rules shall be governed by New York law without giving effect to any principles of conflicts of law of any jurisdiction; (2) any and all disputes, claims and causes of action at law or in equity arising out of or relating to this Sweepstakes (excluding, for this purpose, the Grand Prize) shall be filed only in the state or federal courts situated in New York County, New York state, i.e., Manhattan, and Entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such disputes, claims or causes of action; and (3) any and all disputes, claims and causes of action at law or in equity arising out of or relating to the Grand Prize shall be filed only in the state or federal courts situated in Orange County, Florida, and entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such disputes, claims or causes of action. Except where prohibited by law, by participating in this Sweepstakes, Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will any Entrant be permitted to obtain awards for and hereby waives all rights to claim 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.

**11. PRIVACY:** Personally identifiable information that is submitted by Entrants as part of this Sweepstakes will be used to administer the Sweepstakes, select prize winners and fulfill prizes, and will be treated in accordance with Sponsor's privacy policy accessible on its website at [www.espn.com](http://www.espn.com).

**12. OFFICIAL RULES/WINNERS LIST:** For a copy of the Official Rules, mail a self-addressed stamped envelope by February 15, 2009 to: ESPN The Weekend Official Rules, 77 West 66<sup>th</sup> Street, 8<sup>th</sup> floor, New York, NY 10023. For a copy of the Official Winners List (available approximately February 20, 2009) mail a self-addressed stamped envelope by March 31, 2009 to: ESPN The Weekend Winners List, 77 West 66<sup>th</sup> Street, 8<sup>th</sup> floor, New York, NY 10023.

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