

Terms of Service – Universal Studios

Welcome to the Universal Parks & Resorts Terms of Service (“Terms of Service” or “Terms”). Universal City Development Partners, Ltd. d/b/a Universal Orlando Resort, Universal City Studios LLC d/b/a Universal Studios Hollywood, Universal Studios LLC d/b/a Universal CityWalk Hollywood, Universal City Travel Partners d/b/a Universal Parks & Resorts Vacations, their subsidiaries and affiliated companies, NBCUniversal Media, LLC, its subsidiaries and affiliated companies, and Comcast Corporation and its subsidiaries and affiliated companies (collectively, “Universal Parks” or “We”, “Our” or “Us”)

maintain [UniversalParks.com](https://www.universalparks.com), [UniversalOrlando.com](https://www.universalorlando.com), [UniversalStudiosHollywood.com](https://www.universalstudioshollywood.com) and related websites, Mobile Apps, and Wi-Fi Internet services (collectively, the “services”). These services include any purchase of admission ticket(s) and/or pass(es) to visit Universal Parks properties through the Sites as defined in Section 1 below.

These Terms set out the agreement between us and you regarding how you can use the services and what responsibilities you and we have to each other. PLEASE READ THESE TERMS OF SERVICE CAREFULLY, THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS INCLUDING MANDATORY ARBITRATION AND YOUR RIGHT TO OPT OUT, YOUR ASSUMPTION OF RISK AND WAIVER OF LIABILITY RELATED TO CONTRACTING INFECTIOUS AND/OR COMMUNICABLE DISEASES (INCLUDING WITHOUT LIMITATION COVID-19), NO CLASS RELIEF, AND WAIVER OF YOUR RIGHT TO A JURY TRIAL BY USING THE SITE OR ANY SERVICES YOU AGREE TO THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, PLEASE DO NOT USE THE SITE OR THE SERVICES. LAST UPDATED JANUARY 19, 2022.

1. Acceptance of Terms of Service

Each time you access and/or use our Sites or services, you agree to be bound by these Terms of Service and any Additional Terms that will apply prospectively to you. You agree to receive notice of posting the new terms via our Sites or services, and your continued use after posting new terms constitutes acceptance of any new and/or revised terms.

If you do not agree with any of these Terms of Service, including the [Privacy Policy](#) incorporated herein, please do not use our services. By using our services you will be deemed to have irrevocably agreed to these Terms, including as they relate to your assumption of risk and release of liability associated with infectious/communicable diseases (including COVID-19 as defined by the World Health Organization and any strains, variants, or mutations thereof) and your ticket and/or pass purchase and/or hotel accommodations and/or vacation package purchase. Some areas of our services may also be subject to Additional Terms and conditions, which you should read carefully before making any use of those areas. Such Additional Terms will not change or replace these Terms regarding use of our services, unless otherwise expressly stated.

These Terms of Service apply when you interact digitally with [UniversalParks.com](https://www.universalparks.com), [UniversalOrlando.com](https://www.universalorlando.com), [UniversalStudiosHollywood.com](https://www.universalstudioshollywood.com) and other Internet Sites owned or operated by Universal Parks (the "Site" or "Sites"), Mobile Apps, Wi-Fi Internet access points, and any other services, products and any related software or mobile and/or tablet applications offered by Universal Parks, **including any purchase of admission ticket(s) and/or pass(es) and/or hotel accommodations and/or vacation package(s) to Universal Parks' properties through the Sites and any visits to Universal Parks' properties using admission ticket(s) and/or pass(es) and/or hotel accommodations and/or vacation package(s) purchased through the Sites.** Note that in some instances, both these Terms of Service and separate additional terms or licenses, guidelines, rules or terms of service will apply to your use of some services offered and/or operated by Universal Parks (in each such instance, and collectively, "Additional Terms"). These Additional Terms will be posted in connection with the applicable services and will be in addition to these Terms of Service. Where any direct conflict exists between these Terms of Service, or any Additional Terms, and the applicable Privacy Policy, the terms of the [Privacy Policy](#) shall take precedence; however provisions unique to these Terms of Service (e.g., arbitration) will remain in effect as outlined here.

Universal Parks may modify these Terms of Service prospectively from time to time in its sole discretion. Your continued use or accessing of the services following the posting of any changes to the Terms of Service constitutes your acceptance of such changes. You agree to be notified of changes to the Terms of Service via posting of updates on our services.

Our Sites and services are general audience Sites and services for adults. We will assume (and by using our Site(s) or services you warrant that) you have legal capacity to enter into the agreement set out in these Terms of Service (i.e., that you are of sufficient age and mental capacity and are otherwise entitled to be legally bound in contract).

To access any of the services or any of the resources we have to offer, you may be asked to provide registration details. It is a condition of use of these Terms that all the details you provide be correct, current, and complete. We have the right to refuse you access to the services, or any of its resources, and to terminate or suspend your account for any reason.

Please note that these Terms may be revised and reissued, prospectively by posting updated terms on the services. You consent and agree to receive notices of updates of these Terms through our posting of updated Terms on the services. You should visit this page regularly to review the current terms. Your continued use of the services will be deemed as irrevocable acceptance of any revisions.

EACH TIME YOU SIGN IN TO OR OTHERWISE USE THE SERVICES YOU ARE ENTERING INTO A NEW AGREEMENT WITH US ON THE THEN APPLICABLE TERMS AND CONDITIONS AND YOU AGREE THAT WE MAY NOTIFY YOU OF OTHER TERMS BY POSTING THEM ON THE SITES OR SERVICES (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT), AND THAT YOUR USE OF THE SERVICES AFTER SUCH NOTICE CONSTITUTES YOUR GOING FORWARD AGREEMENT TO THE OTHER TERMS FOR YOUR NEW USE AND TRANSACTIONS. Therefore, you should review the posted Terms of Service and any applicable Additional Terms each time you use any of the services (at least prior to each transaction or submission). The Additional Terms will be effective as to new use and transactions as of the time that we post them, or such later date as may be specified in them or in other notice to you. However, the Terms of Service (and any applicable Additional Terms) that applied when you previously used the online services will continue to apply to such prior use (i.e., changes and additions are prospective only) except your continued use of the Sites or services after you receive notice of an update to the Terms

of Service and/or applicable Additional Terms shall be deemed as your acceptance to all such revisions. In the event any notice to you of new or revised Terms of Service or Additional Terms is determined by a tribunal to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement occurs. You should frequently check the home page, your message account (if applicable) and the e-mail you associated with your account for notices, all of which you agree are reasonable means of providing you notice. You can reject any new, revised or additional Terms of Service by discontinuing use of the Site and services.

2. Permitted Uses

We only grant you a limited revocable license to use the Site or service for your own personal and non-commercial use subject to rules and limitations.

The services contain material that is derived in whole or in part from material supplied and owned by Universal Parks as well as third parties ("Content"). As between Universal Parks and You, Universal Parks owns all right, title and interest in and to the copyrights, trademarks, service marks, trade names, and all other intellectual and proprietary rights throughout the world associated with the services and Content. You acknowledge Universal Parks' valid intellectual and proprietary property rights in the services and Content and that your use of the services is limited to the access, viewing and downloading of Content, all solely as authorized by Universal Parks. Nothing in these Terms of Service shall be deemed to convey to you any right, title or interest in or to the services or Content or to any portion thereof except for the limited rights expressly granted herein.

You may use the services solely for personal and non-commercial uses. You may not either directly or through the use of any personal computer, browser, laptop, tablet, mobile phone or other device (each a "device") or other means remove, alter, bypass, avoid, interfere with, or circumvent (i) any copyright, trademark, or other proprietary notices marked on the services or Content, (ii) any digital rights management mechanism, device, or other content protection or access control measure associated with the services or Content, or (iii) any advertisement on the services and/or within Content. You may not either directly or through the use of any device or other means copy, download, stream, reproduce, duplicate, archive, distribute, upload, publish, modify, translate, broadcast, perform, display, sell, transmit or retransmit the services or Content unless expressly permitted by Universal Parks in writing. You may not incorporate Content into, or stream or retransmit the Content via, any hardware or software application or make the services or any Content available via frames or in-line links, and you may not otherwise surround or obfuscate the Content or services with any third party content, materials or branding. You may also not use any software robots, spider, crawlers, or other data gathering or extraction tools, whether automated or manual, to access, acquire, copy, monitor, scrape or aggregate Content or any portion of the services. See Section 21 for terms applicable to use of links to the services. You may not knowingly or intentionally take any action that may impose an unreasonable burden or load on the services or its servers and infrastructures. You may not, in whole or in part, resell, redistribute or recirculate or make any other commercial use of, or create derivative works or materials utilizing any portion of the services or Content, whether or not for profit.

To the extent that Universal Parks makes Content available to you via a widget, embedded player or other technology that allows you to embed or stream Content on or to another site, you may not modify, enhance, remove, interfere with, or otherwise alter in any way any portion of such technology, any digital rights management mechanism, device, or other content protection or access control measure associated with Content, or any advertisement delivered with Content.

You are also prohibited from disabling, modifying, interfering with or otherwise circumventing any technology to allow users to view Content without: (i) displaying visibly both Content and all surrounding elements (including the graphical user interface, any advertising, copyright notices, and trademarks); and (ii) having full access to all functionality permitting viewing of Content, including, without limitation, all video quality and display functionality and all interactive, elective or click-through advertising functionality.

3. Access to the Site and Availability of Services

Your use of our Site and services is subject to various restrictions designed to protect the services and our users. We may change or discontinue our online services in whole or in part.

The Site and services are intended for use by users who are over the age of 18 and reside in the United States, its territories and possessions (“U.S.”) or those outside of the U.S. that consent to use the services in accordance with U.S. laws, this Terms of Service and the [Privacy Policy](#). By using or attempting to use the Site or services, you certify that you meet any other eligibility and residency requirements of the Site.

Universal Parks may change, suspend or discontinue any aspect of the Site or services at any time (and any elements and features of them), in whole or in part, for any reason, in our sole discretion, without notice or liability, including pursuant to Section 19 (Termination) below.

You are responsible for any charges incurred in obtaining access to the Site and services. The Site and services are currently provided for free, although you may be given the opportunity to purchase products or services through the Site from Universal Parks. Universal Parks reserves the right to change the nature of this relationship at any time.

You and we agree that the Convention on Contracts for the International Sale of Goods does not apply to your use of our services or this Terms of Service.

4. Registration, Passwords, Unauthorized Use of Your Account, and Sharing of Social Features

The Sites and services may include social networking features. You will provide true, accurate and current data if you establish an account. Your activities on the services (including interaction with other members, advertisers, video viewing and audio accessed) may be shared with others.

If you establish an account with Universal Parks, you agree to provide true, accurate and current data in connection with that account. Any usernames and passwords used for this Site or services are for individual use only. You are solely responsible for maintaining the security and confidentiality of the password you use to access your account. You agree to immediately notify Universal Parks of any unauthorized use of your password or account or any other breach of security. You understand and agree that the Site and/or services may include social networking features and your activities (e.g., video viewing, interactions with members and/or advertisers) may be shared with others both on and off the services. If you don't want your activities to be shared, your only option is to deactivate the related account.

5. You Agree to Our Privacy Policy and Third Party Ads

By accessing and using the services, you consent to our [Privacy Policy](#) and our practices detailed in it, including targeted advertising and the use of tracking technologies.

Your privacy is important to us. To better protect your privacy, we provide a notice explaining our online information practices and the choices you can make about the way your information is collected and used at this Site and the services. [Click here](#) to show this notice, which forms part of these Terms of Service.

Any personal details and data acquired by Universal Parks from your participation on the services will be used in accordance with our [Privacy Policy](#) and Tracking (Cookies) Technologies Policy, including targeted advertising and tracking information we collect automatically. To learn more about how you can opt out of targeted advertising, please click on the “Ad Choices” icon on the Site (where applicable), as described more fully in the [Privacy Policy](#).

6. Wireless and Location-Based Features; Wi-Fi Internet Services; Social Media Plug-ins

Wireless carrier charges may apply to use of our services via wireless networks or devices and geo-location details may be collected.

(a) **Wireless Features.** The services may offer certain features and services that are available to you via your wireless device. These features and services may include the ability to access the features and upload content to the services, receive messages from the services, and download applications to your wireless device (collectively, “**Wireless Features**”). Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with your carrier or wireless device. In addition, your carrier may charge you for standard messaging, data, and other fees to participate in Wireless Features. Fees and charges may appear on your wireless bill or be deducted from your pre-paid balance. We have no responsibility or liability for any fees or charges you incur when using Wireless Features. You should check with your carrier to find out whether any fees or charges will apply, what plans are available and how much they cost. You should also contact your carrier with any other questions regarding these issues.

(b) **Universal Parks Wi-Fi Internet Services.** Universal Parks, through its providers, offers wireless Internet access to guests at select locations (“**Wi-Fi Internet Services**”). If you are a XFINITY Internet subscriber your use of the Wi-Fi Internet Services is also subject to your subscriber agreement. You acknowledge that Universal Parks reserves the right, but is not obligated, to monitor the activities of those who use the Wi-Fi Internet Services to ensure the integrity of the service and ensure compliance with these Terms of Service and/or the law. We may record information regarding your usage of the Wi-Fi Internet Services including the geographic locations through which you connect to the network, when and for how long you use the network, and the frequency and size of your data transfers. Universal Parks has the right (but not the obligation) to block or restrict Wi-Fi access to certain third-party applications and third-party Internet websites, within its sole discretion. Universal Parks also reserves the right to disconnect and/or temporarily suspend the Wi-Fi Internet Services without warning.

The Wi-Fi Internet Services are subject to the availability, capacity, and other operational limitations of the requisite network infrastructure and associated facilities. You acknowledge and agree that temporary interruptions of the Wi-Fi Internet Services may occur and that Universal Parks shall not be liable for such interruptions. You further acknowledge and agree that Universal Parks has no control over third-party applications

and websites which you may use or access during your use of the Wi-Fi Internet Services, and that delays and disruptions of other network transmissions are beyond Universal Parks' control.

Wi-Fi Internet access is not inherently secure and wireless communications can be intercepted by certain third-party technologies. We will not be liable to you or any other party for any lack of security related to your communications on the Wi-Fi Internet Services.

You agree not to attempt to bypass network security, program a false IP or MAC address into your device, or to attempt to collect information about other users of the Wi-Fi Internet Services.

(c) **Terms of Wireless Features.** If you register for any Wireless Features or access our Wi-Fi Internet Services then you agree that, in connection with those services, we may send communications to your wireless device regarding us or other parties. Further, we may collect information related to your use of the Wireless Features or your access to any Wireless Internet Services in accordance with our [Privacy Policy](#). If you have registered via the services for Wireless Features, then you agree to notify Universal Parks of any changes to your wireless contact information (including phone number) and update your accounts on the services to reflect the changes.

(d) **Location-Based Features.** For services on mobile devices ("Mobile Apps") when you use one of our location-enabled services, we may collect and process information about your actual location. Some of the Mobile Apps or services require your location information for the feature to work. If you have enabled GPS, geo-location or other location-based features on a device, you acknowledge that your device location will be tracked and may be shared with others consistent with the [Privacy Policy](#).

Your wireless device may be configured to automatically broadcast information to wireless access points, including our Wi-Fi Internet Services. Universal Parks may keep a record of any publicly-broadcasted information from those mobile devices configured to communicate with our access points at Universal Parks locations. The data collected by our Wi-Fi Internet Services may include but is not limited to: device MAC address, device ID, date/time stamp, Wi-Fi access point location (which can be associated with an actual physical location), device operating system, radio channel, radio signal strength, radio band, and any user information made available through any Universal Parks Mobile App. This data may be retained by Universal Parks and may be used for, but is not limited to, internal and analytical purposes to ensure the integrity of the wireless network and Apple iBeacon system, to identify wait times and visitation trends for rides, shows and attractions, and to improve your experience at our locations. We may use aggregate information to better understand guest behavior and make improvements to the guest experience (e.g., managing queue line wait times and improving traffic flow).

In addition, where any Universal Parks Mobile App collects precise information about the location of your devices, it will be used to provide requested location services, and, depending on the particular Mobile App, it may be used, amongst other uses, to collect aggregate information, allow tagging or to check-in.

Some Mobile App(s) or feature(s) allow for you to disable location-based features or manage preferences related to them. However, you can terminate device location tracking by us by uninstalling any Mobile App(s) or feature(s). If you visit a location served by our Wi-Fi Internet Services, you can terminate device location tracking by deactivating your device's Wi-Fi access features. The location-based services offered in connection with our Mobile App(s) or feature(s) are for individual use only and should not be used or relied on as an emergency locator system, used while driving or operating

vehicles, or used in connection with any hazardous environments requiring fail-safe performance, or any other situation in which the failure or inaccuracy of use of the location-based services could lead directly to death, personal injury, or severe physical or property damage. The location-based services are not suited or intended for family finding purposes, fleet tracking, or any other type of business or enterprise use – other non-Universal Parks products exist today that may be used specifically for these purposes.

Please see our [Privacy Policy](#) to find out more about how to opt out of providing location information or contact privacy@nbcuni.com.

(e) **Social Media Plug-Ins.** Social media plug-ins of social networks such as Facebook, Twitter and Google Plus (amongst others) are integrated on our Site and other services. Where our services contain a plug-in to a social network, these are clearly marked (e.g. with a Facebook button). If you chose to click on one of these buttons or links, your browser connects directly to the servers of the relevant social network. The social network directly transmits the content of the plugin to your browser. If you are registered on the relevant social network and logged into your respective account, the social network receives the information that the web page was used by you. If you interact with a social network plug-in (e.g. you press the Facebook “Like” feature or the Twitter “Tweet this” feature) or drop a comment on the appropriate web page, the corresponding information is directly transmitted to the relevant social network from your browser. If you are not registered with the social network or you are logged out before you visit our services, there is the possibility that at least your IP address will be submitted to and stored by the social network. If you interact with us through a social media platform, plug-in etc., then you may be permitting us to have on-going access to certain information from your social network profile (such as name, social networking id page, email address, photo, gender, location, the people/sites you follow etc.).

If you don't want the social network to collect the information about you described above, or to share it with us and other third parties, please review the [Privacy Policy](#) of the relevant social network and/or log out of the relevant social network before you visit our services. As with other sites, you may be able delete any existing cookies placed on your computer by the social network via your browser. See our [Privacy Policy](#) to find out more about how our Sites contain plug-ins to social media networks.

7. Your Conduct and Acceptable Use

Your use is subject to our rules regarding acceptable conduct and practices.

The following rules are a condition of your use of and access to the services. You are responsible for the content of your communications (including User Content as defined in Section 10) via the services.

No Interference. You may not interfere with any other user from using or enjoying the services.

No Bullying. You may not use the services to threaten, abuse, harass, or invade the privacy of any third party.

Content Posted by You Must be Yours. You may not upload, post, transmit or otherwise distribute or facilitate the distribution of content that is fraudulent or infringes the rights of any third party, including without limitation, patent, trademark, copyright, right of publicity or other proprietary rights.

Your Materials Must be Lawful and Appropriate. You may not upload, post or otherwise distribute or facilitate the distribution of any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, indecent or otherwise inappropriate information of any kind, including without limitation, any images or other material of a sexual nature.

Don't Damage Our Site, Services or Servers. You may not upload, post or otherwise distribute or facilitate the distribution of a software virus or any other computer code that is designed or intended to disrupt, damage, or limit the functioning of the Site, any other services, or to obtain unauthorized access to the services or Content or any data or other information of any third party.

No Unauthorized Access. You may not attempt to gain unauthorized access to other computer systems or networks connected to the services or use the services, Content or any information contained therein for any unlawful purpose. Universal Parks, in its sole and absolute discretion, shall determine whether any content you transmit or receive, or your use of the services violates this provision.

No Collection of Personal Information From Other Users and No Commercial Use. You may not collect information about other users of the services in violation of our [Privacy Policy](#) or use any such information for the purpose of transmitting or facilitating transmission of unauthorized or unsolicited advertising, junk or bulk email, chain letters, or any other form of unauthorized solicitation.

Be Yourself. You may not impersonate or falsely state or otherwise misrepresent your professional or other affiliation with Universal Parks or with any other person or entity.

No Criminal or Unlawful Conduct. You may not use the services, Content or any information contained therein for any unlawful purpose, and you may not encourage conduct that would constitute a criminal offense or give rise to civil liability. You may not use any services in connection with any site or other use that contains or is associated with information or content prohibited by this section.

Follow These Terms of Service and Conduct Rules. You may not take any action on the services that violates any applicable law or these Terms of Service.

We may require, at any time, proof that you are following these rules. We reserve the right to take, or refrain from taking, any and all steps available to us, including suspending or terminating your access to the services or seeking other legal or equitable remedies, once we become aware of any violation of these provisions.

8. Monitoring

Universal Parks may, but has no obligation to, monitor the use by you and other end users of the services. During monitoring, any information relating to any user or their respective activities on the services may be examined, recorded, copied, and used for authorized purposes in accordance with our [Privacy Policy](#). Furthermore, Universal Parks reserves the right at all times to disclose any information posted on any portion of the services as necessary to satisfy any law, regulation or governmental request, or to refuse to post, or to remove, any information or materials, in whole or in part, that in Universal Parks' sole and absolute discretion are objectionable or in violation of these Terms of Service.

9. Digital Items, Subscriptions and Credits

Any digital items and credits are provided subject to a limited revocable license to only you for certain virtual goods and game play and have no cash value.

Purchases of usage subscriptions (including credits, points, and/or virtual currency) or any virtual items made available on the services are nonrefundable, have no monetary value (i.e., are not a cash account or equivalent), and are purchases of only a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable right to use, even if such came with a durational term (e.g., a monthly subscription). Accordingly, you have no property, proprietary, intellectual property, ownership, or monetary interest in your usage subscriptions or virtual items, which remain our Content. We may also immediately suspend or terminate the rights we grant you to usage subscriptions and virtual items for any or no reason, in our sole discretion, and without advance notice or liability. We may modify usage subscriptions and virtual items at our sole discretion, and such modifications may make the usage subscriptions or virtual items more or less common, valuable, effective, or functional.

We do not recognize the transfer of usage subscriptions or virtual items (including for “real” money or any other consideration or items of value whether inside or outside of the services). Accordingly, you may not purchase, sell, barter, or trade any usage subscriptions or virtual items, or offer to purchase, sell, or trade any usage subscriptions or virtual items. Any such attempted transfer will be null and void.

If we suspend or terminate any usage subscriptions or virtual items, then you will forfeit the suspended or terminated subscription or items, except as may be set forth in any Additional Terms (such as any refund policies that may apply to a subscription service). Likewise, except as may be set forth in any Additional Terms or as required by applicable law, we are not responsible for repairing or replacing same, or providing you any credit or refund or any other sum, in the event of our modification of any usage subscriptions or virtual item, or for loss or damage due to error, or any other reason.

10. User Content; Grant of Limited License

You grant us a broad license to content you post on our services and bear all responsibility for all such content. No confidential or fiduciary relationship is created by your posting on our services.

Reviews, responses, profile entries, posts or questions may not be able to be deleted once uploaded. For some of our features, other members may be able to request email notifications of your new public content or publish their own comments to your comments. We may use the public content to develop aggregate ratings, personalize site views, market products or identify or feature popular members.

If you post or upload any content to the Services (“User Content”), you hereby acknowledge and agree that you are granting Universal Parks (including without limitation, its licensees, affiliates, successors and assigns) a worldwide, royalty-free, perpetual, irrevocable, sub-licensable, non-exclusive right and license to use, reproduce, publicly display, publicly perform, modify, sublicense, and distribute such User Content, and incorporate it in other works, in whole or in part, in any manner and any media now known or hereafter developed. You represent and warrant that you own such content or otherwise have sufficient rights in the content to grant to Universal Parks the foregoing license without infringing or violating the rights of any third party. Without in any way limiting the foregoing, you acknowledge and agree that Universal Parks, its licensees, affiliates, successors and assigns, shall have the right to sell, license, assign and otherwise transfer any and all of the rights granted by you to Universal Parks under these Terms of Service, and to display any advertising, publicity, promotional materials and distribution rights in connection with your User Content. You acknowledge and agree that

Universal Parks, its licensees, affiliates, successors and assigns, will be entitled to retain any and all revenue generated from any sales, licenses, assignments and other transfers of the rights granted by you hereunder, as well as any and all revenue generated by the display of any advertising, publicity, promotional materials or distribution rights in connection with your User Content. Nothing in these Terms of Service obligates or may be deemed to obligate Universal Parks or any other person or entity to exercise any of the rights granted by you under these Terms of Service. You will not receive any compensation of any kind for your User Content or the use thereof, and you agree that there is no industry or other custom or practice that will vary these Terms of Service. You agree that Universal Parks, its licensees, successors and/or assigns, shall have no obligation to give you credit for your User Content, but in their sole discretion may elect to do so.

No Rights Created by Submission and No Payment for User Content: Your User Content will not be acknowledged or returned. You acknowledge and agree that your User Content is being sent voluntarily by you, and not in confidence, and that no confidential relationship is intended or created between Universal Parks, and/or any other person or entity, on the one hand, and you, on the other hand, by your submission of the User Content. You also agree that Universal Parks does not intend and will not pay you for any User Content. You understand that no industry custom or practice changes your agreement that you will not be paid for any User Content.

Use of Name and Likeness: By posting User Content on the services, you consent to the recording, use and reuse by Universal Parks, its licensees, successors and assigns, of your voice, actions, likeness, name, appearance, profile photograph, performance, biographical material, and any other identifying information, including, without limitation, any information contained in your User Content (collectively, "Personal Elements"), as used, edited, altered, fictionalized or modified by Universal Parks, in its sole discretion, in any and all media now known or hereafter devised, throughout the world, in perpetuity, including, without limitation, in and in connection with Universal Parks & Resorts, or related Sites or services, in and in connection with any television programs and other productions, and in and in connection with advertising, promotion and publicity.

Ownership: Except as expressly set forth in these Terms of Service, you shall continue to own all rights in and to the User Content. To the extent your User Content contains other materials or elements owned by Universal Parks or any other affiliated company, such as characters or other elements protected by copyright, trademark or other laws, your rights to make any other use of the User Content will continue to be governed by and may be limited by other applicable laws, the rights of third parties and Universal Parks.

Idea Submissions Prohibited: Universal Parks does not accept unsolicited submissions for motion pictures, television programs, websites, articles, streaming video, e-books, or other products or services. Therefore, please do not make any such unsolicited submissions to Universal Parks through the services, including posts on any Site or any third party social network or website, or by email, text message or any other means. However, if you decide to make any such unsolicited submission, you hereby grant to Universal Parks the right and license to the submission as if it were User Content as specifically set forth above. In addition, Universal Parks retains all of the rights held by members of the general public with regard to your unsolicited ideas and materials. Universal Parks' receipt of your unsolicited ideas and materials is not an admission by Universal Parks of their novelty, priority, or originality, and it does not impair Universal Parks' right to contest existing or future intellectual property rights relating to your unsolicited ideas and materials.

Public Nature of Services: While we may offer you the ability to post User Content anonymously, please be aware that your account information relating to your User

Content is still stored by us. User Content does not reflect the views of Universal Parks. You acknowledge that you have no expectation of privacy with regard to any User Content.

Liability for User Content: Notwithstanding anything else in these Terms of Service, Universal Parks should not be seen as endorsing any User Content in any way. User Content posted through the services are provided by users like you, and the user providing User Content is solely responsible for his/her own User Content. This means that you, and not Universal Parks, are entirely responsible and liable for any claims, loss or damages relating to all User Content that you upload, post, email or otherwise transmit via the services. None of Universal Parks or its affiliates, or its or their officers, directors, and employees, subsidiaries and/or affiliates are responsible for User Content, accuracy or opinions expressed on the services, nor shall they have any liability for any such User Content. Universal Parks does not investigate, monitor or check for accuracy or completeness of User Content. You understand that by using the Site or services, you may be exposed to User Content that is offensive, indecent, or objectionable.

11. Merchants

Universal Parks is not responsible for your business dealings with merchants found on the services.

Your correspondence or business dealings with, or participation in promotions of, merchants found on or through the services, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such merchant. Universal Parks will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such merchants on the services.

12. Children's Online Privacy Protection Act Notification

Universal Parks' services are not designed or intended for use by children under the age of 18.

Protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at the Electronic Frontier Foundation website, <http://www.eff.org>. To view information on our policy regarding the privacy of children under the age of 13, please see our [Privacy Policy](#).

13. Disclaimer Of Warranties

As set forth in detail in this section, we disclaim warranties and provide the services "As Is."

While Universal Parks uses reasonable efforts to include up to date information on the Site and services, Universal Parks makes no warranties or representations as to its accuracy, timeliness, reliability, completeness or otherwise.

UNIVERSAL PARKS PROVIDES THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNIVERSAL PARKS, ITS PARENT, ITS SUBSIDIARIES, ITS AFFILIATES, AGENTS AND LICENSORS (COLLECTIVELY, THE "UNIVERSAL PARTIES") DISCLAIM ANY AND

ALL WARRANTIES AND CONDITIONS, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, THE UNIVERSAL PARTIES DO NOT WARRANT THAT THE SERVICES, OR YOUR ACCESS TO OR USE OF THE SERVICES WILL (1) BE UNINTERRUPTED; (2) BE FREE FROM INACCURACIES, ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS; (3) MEET YOUR REQUIREMENTS; OR (4) OPERATE IN THE CONFIGURATION OR WITH THE HARDWARE OR SOFTWARE YOU USE. THE UNIVERSAL PARTIES DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL BE AVAILABLE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES OR THE SERVERS THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE UNIVERSAL PARTIES DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES OR OTHER CONTENT ON THE SERVICES OR ANY WEBSITES LINKED TO THE SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. THE UNIVERSAL PARTIES MAKE NO WARRANTIES THAT YOUR USE OF THE MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICES OR OTHER CONTENT IN THE SERVICES OR ANY WEBSITE WILL NOT INFRINGE THE RIGHTS OF OTHERS AND THE UNIVERSAL PARTIES ASSUME NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICE OR OTHER CONTENT OF THE SERVICES OR ANY OTHER WEBSITE. IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

14. Exclusion Of Damages

You agree that you are entitled to no damages for any claims related to your use of the services, except as set out below.

NONE OF THE UNIVERSAL PARTIES WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES RELATING TO LOST PROFITS, LOST DATA OR LOSS OF GOODWILL) OR ANY DAMAGES WHATSOEVER THAT RESULT FROM YOUR USE OF OR INABILITY TO USE THE SITE OR SERVICES. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND EVEN IF THE UNIVERSAL PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS WAIVER APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, OR THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF ANY RECORD. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT EACH OF THE UNIVERSAL PARTIES SHALL NOT BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE SITE OR OTHER SERVICE. WITHOUT LIMITING THE FOREGOING, THE UNIVERSAL PARTIES WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF (1) YOUR FAILURE TO COMPLY WITH SECTION 4 (REGISTRATION, PASSWORDS, UNAUTHORIZED USE OF YOUR ACCOUNT, AND SHARING OF SOCIAL FEATURES) OR (2) CONTENT POSTED TO THE SITE OR SERVICES BY YOU OR ANY THIRD PARTY.

IF YOU ARE ACCESSING A UNITED KINGDOM VERSION OF THE SITE, NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM THE NEGLIGENCE OF EITHER PARTY OR THEIR SERVANTS, AGENTS OR EMPLOYEES.

15. Limitation Of Liability; Applicability Of Disclaimers, Exclusions And Limits

Our liability to you is limited.

IN NO EVENT WILL THE UNIVERSAL PARTIES' AGGREGATE LIABILITY TO YOU IN CONNECTION WITH THE SITE AND SERVICES OR THESE TERMS EXCEED (A) THE AMOUNT (IF ANY) PAID BY YOU TO THE UNIVERSAL PARTIES IN THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO THE LIABILITY; OR (B) ONE HUNDRED DOLLARS (\$100), WHICHEVER IS LESS.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OF DAMAGES, UNIVERSAL PARTIES' LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY THE LAW OF SUCH JURISDICTION. IN ADDITION, BECAUSE SOME JURISDICTIONS DO NOT PERMIT THE DISCLAIMER OF CERTAIN WARRANTIES, THE DISCLAIMERS SET FORTH ABOVE MAY NOT APPLY TO YOU. THIS PARAGRAPH WILL ONLY APPLY IF AN ARBITRATOR WITH APPLICABLE JURISDICTION FINDS EXCLUSIONS OF DAMAGES OR LIMITATIONS OF LIABILITY TO BE UNCONSCIONABLE.

16. Universal Parks Is Not Responsible For Third-Party Websites And Content

We are not responsible for third parties or their content, advertisement(s), apps or sites, even if they are linked from or included within our services.

For your convenience, the services may provide links to websites of other persons or entities ("Third-Party Websites"). HOWEVER, THE THIRD-PARTY WEBSITES ARE NOT CONTROLLED BY UNIVERSAL PARKS. ACCORDINGLY, UNIVERSAL PARKS MAKES NO WARRANTIES OR CONDITIONS REGARDING SUCH THIRD-PARTY WEBSITES HAS NO RESPONSIBILITY FOR THE CONTENTS OF SUCH THIRD-PARTY WEBSITES, AND WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR USE OF OR RELIANCE ON SUCH THIRD-PARTY WEBSITES. YOUR USE OF THIRD-PARTY WEBSITES IS AT YOUR OWN RISK. THE INCLUSION ON THE SITE OR OTHER SERVICE OF A LINK TO A THIRD-PARTY WEBSITE DOES NOT IMPLY AN ENDORSEMENT BY UNIVERSAL PARKS. WHEN YOU ACCESS ANY OF THESE THIRD-PARTY SITES, PLEASE UNDERSTAND THAT IF YOU VISIT THIRD-PARTY WEBSITES THEN YOUR RIGHTS AND OBLIGATIONS WHILE ACCESSING AND USING THOSE SITES WILL BE GOVERNED BY THE AGREEMENTS AND POLICIES RELATING TO THE USE OF THOSE SITES.

17. Indemnification

You agree to indemnify us for material posted by you or through your account.

You agree to defend, indemnify and hold harmless Universal Parks, its parent, its subsidiaries, its affiliates and their respective directors, officers, employees and agents from and against any and all claims, demands, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable legal

fees and costs) arising out of or accruing from (a) any breach of these terms, including any of the foregoing provisions, representations or warranties, and/or from your placement or transmission of any content onto Universal Parks' servers, and/or from any and all use of your account; (b) any material posted or otherwise provided by you (including without limitation User Content), or any other subscriber or user of your account that infringes any intellectual property right of any person or entity or defames any person or violates their rights of publicity or privacy; (c) any misrepresentation made by you in connection with your use of the services; and (d) any breach of any of the representation, warranties or other terms or conditions relating to use of your User Content or the services.

18. Reservation Of Rights

Universal Parks reserves the right to modify or discontinue the Site or services.

Universal Parks reserves the right to modify or discontinue, temporarily or permanently, all or any part of the Site or services and/or any software, facilities and services on the Site or services, with or without notice, and/or to establish general guidelines and limitations on their use.

19. Termination

We may terminate your account, password or access in our sole discretion at any time and without prior notice.

Universal Parks may, in its sole discretion, terminate your password, account (or any part thereof) or use of the services, or remove and discard any User Content or information stored, sent, or received via the services without prior notice and for any reason or no reason, including, but not limited to: (i) permitting another person or entity to use your identification to access the Site or services, (ii) any unauthorized access or use of the services, (iii) any violation of these Terms of Service, or (iv) tampering with or alteration of any of the software, data files, and/or Content contained in or accessed through, the services. You may terminate your account for any reason or no reason. Termination, suspension, or cancellation of these Terms of Service or your access rights to the services shall not affect any right or relief to which Universal Parks may be entitled, at law or in equity. Upon such termination, suspension, or cancellation, all rights granted to you will automatically terminate and immediately revert to Universal Parks and its licensors and all rights granted by you to Universal Parks shall survive in perpetuity.

20. Infringement Policy

You may not post content you do not own or control or otherwise have the right to post, and we encourage you to report any infringing activity you identify on the services.

Universal Parks respects the intellectual property of others, and we ask our users to do the same. The Site and services and materials incorporated by Universal Parks on the Site and services ("Material") are protected by copyrights, patents, trade secrets or other proprietary rights ("Copyrights"). Some of the characters, logos or other images incorporated by Universal Parks on the Site and services are also protected as registered or unregistered trademarks, trade names and/or service marks owned by Universal Parks or others ("Trademarks").

Universal Parks, pursuant to 17 U.S.C. Section 512 as amended by Title II of the Digital Millennium Copyright Act (the "Act"), reserves the right, but not the obligation, to

terminate your license to use the services if it determines in its sole and absolute discretion that you are involved in infringing activity, including alleged acts of first-time or repeat infringement, regardless of whether the material or activity is ultimately determined to be infringing. Universal Parks accommodates and does not interfere with standard technical measures used by copyright owners to protect their materials. Therefore, in compliance with the Act, if you believe that any such third party materials infringe your intellectual property please send a written notice to the agents identified below to request a review of the alleged infringement:

Designated DMCA Agent:
DMCA Agent:
NBCUniversal Law Department:
30 Rockefeller Plaza, Rm. 1087E:
New York, NY 10112:
Phone: 212.664.4444:
Email: dmca.agent@nbcuni.com

In addition, any written notice regarding any defamatory or infringing activity, whether of a copyright, patent, trademark or other proprietary right must include the following information:

- Your name, address, telephone number, and e-mail address;
- A physical or electronic signature of a person authorized to act on behalf of (1) the owner of an exclusive right that is allegedly infringed or (2) the person defamed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the services are covered by a single notification, a representative list of such works. Similarly, for materials that are defamatory or infringe patent, trademark, or other proprietary rights of a third party, please submit a list of such materials;
- Identification of the material that is claimed to be infringing, to be the subject of infringing activity, or that is claimed to be defamatory and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Universal Parks to locate the material;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or other proprietary right owner, its agent, or the law; and
- A statement that the information in the notice is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed or on behalf of the person defamed.

21. Links By You To The Services

You may link to our services, subject to some basic rules.

We grant you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to create hyperlinks to the services, so long as: (a) the links only incorporate text, and do not use any trademarks, (b) the links and the content on your website do not suggest any affiliation with or endorsement by Universal Parks or cause any other confusion regarding your relationship to Universal Parks or its affiliates or to the services, (c) the link must open in a new browser window and link to the full version of applicable services web page; and (d) the links and the content on your website do not portray Universal Parks or its affiliates or its products or services in a false, misleading, derogatory, or otherwise offensive matter, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party or are otherwise objectionable to Universal Parks. Universal Parks reserves the right to suspend or prohibit linking to the services for any

reason, in its sole discretion, without advance notice or any liability of any kind to you or any third party.

22. Responsible Use Of Site

Please act responsibly when using the services.

Please act responsibly when using the Site and services. You may only use the services and their contents for lawful purposes and in accordance with applicable law and you are prohibited from storing, distributing or transmitting any unlawful material through the Site or services. You may not collect or store personal information regarding other users. You recognize that storing, distributing or transmitting unlawful material could expose you to criminal and/or civil liability. You agree that if a third party claims that material you have contributed to the services is unlawful, you will bear the burden of establishing that it is lawful. You understand and agree that all materials publicly posted or privately transmitted on or through this Site or services are the sole responsibility of the sender, not Universal Parks, and that you are responsible for all material you upload, publicly post or otherwise transmit to or through this Site or services.

23. Investigations

We reserve the right to investigate suspected violations of these Terms.

Universal Parks reserves the right to investigate suspected violations of these Terms, including without limitation any violation arising from any submission, posting or e-mails you make or send to any forum. Universal Parks may seek to gather information from the user who is suspected of violating these Terms, and from any other user. Universal Parks may suspend any users whose conduct or postings are under investigation and may remove such material from its servers as it deems appropriate and without notice. If Universal Parks believes, in its sole discretion, that a violation of these Terms has occurred, it may edit or modify any submission, posting or email, remove the material permanently, cancel postings, warn users, suspend users and passwords, terminate accounts or take other corrective action it deems appropriate. Universal Parks will fully cooperate with any law enforcement authorities or court order requesting or directing Universal Parks to disclose the identity of anyone posting any email, or publishing or otherwise making available any materials that are believed to violate these Terms. BY ACCEPTING THIS AGREEMENT YOU WAIVE AND HOLD HARMLESS UNIVERSAL PARKS AND ITS PARENT, AFFILIATES AND LICENSORS, AND ALL THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AGENTS AND REPRESENTATIVES FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY MEMBER OF UNIVERSAL PARKS DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER A MEMBER OF UNIVERSAL PARKS OR LAW ENFORCEMENT AUTHORITIES.

24. Local Regulations

If you choose to access the services from other locations, you do so on your own initiative and at your own risk.

Universal Parks makes no representation that content on the Site or services are appropriate or available for use outside the United States, its territories, possessions and protectorates. If you choose to access the services from other locations, you do so on your own initiative and at your own risk.

You are responsible for complying with local laws, if and to the extent local laws are applicable. You specifically agree to comply with all applicable laws concerning the transmission of technical data exported from the United States or the country in which you reside.

25. Export Control

There are restrictions on the services for those countries subject to U.S. export controls.

Unless otherwise specified, the materials on the services are presented solely to provide information regarding and to promote Universal Parks' services and other products available in the U.S. The services are controlled and operated by Universal Parks from offices within the States of Florida and California. Universal Parks makes no representation that materials on the services are appropriate or available for use outside the U.S. Those who choose to access the services from outside the U.S. do so on their own initiative and are responsible for compliance with local laws, if and to the extent that local laws are applicable. Software from the services are further subject to U.S. export controls. No software may be downloaded or otherwise exported or re-exported (A) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods, or (B) to anyone on the U.S. Treasury Department list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By using the online service, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

26. Binding Arbitration Of All Disputes; No Class Relief

You agree to arbitrate and waive any right to a jury trial, to seek class treatment of any claims, or to participate as a class member in a class action filed by anyone else.

This Section 26 is deemed to be a "written agreement to arbitrate" pursuant to the Federal Arbitration Act. You and Universal Parks agree that we intend that this Section 26 satisfies the "writing" requirement of the Federal Arbitration Act. This Section 26 can only be amended by mutual agreement. For non-U.S. residents, if binding arbitration is adjudged by a tribunal to be unenforceable, the provisions of Section 27 shall apply to all relevant disputes between you and us.

We believe that arbitration is a faster, more convenient and less expensive way to resolve any disputes or disagreements that you may have with us. Therefore, pursuant to these Terms of Service, if you have any dispute or disagreement with us regarding (i) your use of or interaction with the Site or other services, (ii) any purchases of ticket(s) and/or passes and/or hotel accommodations and/or vacation package(s) or other transactions or relationships with Universal Parks, or (iii) any data or information you may provide to Universal Parks or that Universal Parks may gather in connection with such use, interaction or transaction (collectively, "Universal Parks Transactions or Relationships"), **you will not have the right to pursue a claim or relief in court, or have a jury decide the claim or relief and you will not have the right to bring or participate in any class action or similar proceeding in court or in arbitration. By using or interacting with the Site or other online service, or engaging in any other Universal Parks Transactions or Relationships with us, you agree to binding arbitration as provided below.**

We will make every reasonable effort to informally resolve any complaints, disputes, or disagreements that you may have with us. If those efforts fail, by using our Site or other online service, you agree that any complaint, dispute, or disagreement you may have

against Universal Parks, and any claim that Universal Parks may have against you, arising out of, relating to, or connected in any way with these Terms of Service, our [Privacy Policy](#), or any Universal Parks Transactions or Relationships shall be resolved exclusively by final and binding arbitration (“Arbitration”) administered by JAMS or its successor (“JAMS”) and conducted in accordance with the JAMS Streamlined Arbitration Rules And Procedures in effect at the time the Arbitration is initiated or, if the amount in controversy exceeds \$100,000, in accordance with the JAMS Comprehensive Arbitration Rules And Procedures then in effect (respectively, the “Applicable Rules”). The Applicable Rules can be found at www.jamsadr.com. If JAMS is no longer in existence, the Arbitration shall be administered by the American Arbitration Association or its successor (the “AAA”) instead, and conducted in accordance with the AAA Commercial Arbitration Rules in effect at that time (which shall be the “Applicable Rules” in such circumstances). If JAMS (or, if applicable, AAA) at the time the arbitration is filed has Minimum Standards of Procedural Fairness for Consumer Arbitrations in effect which would be applicable to the matter in dispute, Universal Parks agrees to provide the benefit of such Minimum Standards to you to the extent they are more favorable than the comparable arbitration provisions set forth in this Section 26, provided, however, that in no event may such Minimum Standards contravene or restrict the application of subpart (e) or (i) below. Furthermore, this Section 26 shall not prevent any party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. You further agree that:

(a) **No Class Or Representative Actions.** The Arbitration can resolve only your and/or Universal Parks’ individual claims, and the Arbitrator shall have no authority to entertain or arbitrate any claims on a class or representative basis, or unless both you and Universal Parks agree otherwise in writing, to consolidate or join the claims of other persons or parties who may be similarly situated;

(b) **Non-Individualized relief.** The Arbitrator may award relief (including monetary, injunctive, and declaratory relief) **only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party’s individual claim(s). Any relief awarded cannot affect other users or the general public.** If a Court decides that applicable law precludes enforcement of any of this paragraph’s limitations as to a particular claim for relief, then subject to your and Universal Parks’ right to appeal the court’s decision, that claim (and only that claim) must be severed from the arbitration and may be brought in court. All other claims will be arbitrated;

(c) **Single Arbitrator.** The Arbitration shall be conducted before a single arbitrator selected in accordance with the Applicable Rules or by mutual agreement between you and Universal Parks (the “Arbitrator”);

(d) **Arbitrator Will Interpret This Agreement.** The Arbitrator, and not any federal, state or local court or agency, shall have the exclusive authority to resolve any dispute arising under or relating to the validity, interpretation, applicability, enforceability or formation of these Terms of Service and/or these arbitration provisions in Section 26 hereof, including but not limited to any claim that all or any part of these Terms of Service is void or voidable;

(e) **Location of Arbitration.** The Arbitration shall be held either: (i) at a location determined by JAMS (or, if applicable, AAA) pursuant to the Applicable Rules (provided that such location is reasonably convenient for you and does not require travel in excess of 100 miles from your home or place of business); or (ii) at such other location as may be mutually agreed upon by you and Universal Parks; or (iii) at your election, if the only claims in the arbitration are asserted by you and are for less than \$10,000 in aggregate, by telephone or by written submission;

(f) **Governing Law.** The Arbitrator (i) shall apply internal laws of the applicable state pursuant to Section 31(a) below consistent with the Federal Arbitration Act and applicable statutes of limitations, or, to the extent (if any) that federal law prevails, shall apply the law of the U.S., irrespective of any conflict of law principles; (ii) shall entertain any motion to dismiss, motion to strike, motion for judgment on the pleadings, motion for complete or partial summary judgment, motion for summary adjudication, or any other dispositive motion consistent with rules of procedure of the applicable state pursuant to Section 31(a) below or federal rules of procedure, as applicable; (iii) shall honor claims of privilege recognized at law; and (iv) shall have authority to award any form of legal or equitable relief.

(g) **Written Award.** The Arbitrator shall issue a written award supported by a statement of decision setting forth the Arbitrator's complete determination of the dispute and the factual findings and legal conclusions relevant to it (an "Award"). Judgment upon the Award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets;

(h) **Arbitration Costs.** In the event that you are able to demonstrate that the costs of Arbitration will be prohibitive as compared to the costs of litigation, Universal Parks will pay as much of your filing and hearing fees in connection with the Arbitration as the Arbitrator deems necessary to prevent the arbitration from being cost-prohibitive, regardless of the outcome of the Arbitration, unless the Arbitrator determines that your claim(s) were frivolous or asserted in bad faith;

(i) **Reasonable Attorney's Fees.** In the event you recover an Award greater than Universal Parks' last written settlement offer, the Arbitrator shall also have the right to include in the Award Universal Parks' reimbursement of your reasonable and actual out-of-pocket attorneys' fees associated with the Arbitration. If Universal Parks is the prevailing party or if you recover an Award less than Universal Parks' last written settlement offer, the Arbitrator shall also have the right to include in the Award your reimbursement of Universal Parks' reasonable attorneys' fees associated with the Arbitration.

(j) **Interpretation and Enforcement of Arbitration Clause.** With the exception of any of the provisions of subsection (a) of this arbitration agreement ("No Class or Representative Actions"), if an arbitrator or court decides that any part of this agreement to arbitrate is invalid or unenforceable, the other parts of this agreement to arbitrate shall still apply. If an arbitrator or court decides subsection (a) of this agreement to arbitrate is invalid or unenforceable, then if Universal Parks so elects, the entirety of this agreement to arbitrate shall be null and void. If a court decides that applicable law precludes enforcement of any of the provisions of subsection (b) ("Non-Individualized relief") as to a particular claim for relief, then subject to your and Universal Parks' right to appeal that decision, that claim (and only that claim) must be severed from the arbitration and litigated in court. All other claims and disputes subject to arbitration under this agreement to arbitrate, including any and all claims for monetary damages of any kind, shall be arbitrated.

(k) **Opt-Out Procedure.** You can choose to reject this Agreement to Arbitrate ("optout") by mailing us a written opt-out notice ("Opt-Out Notice"). The Opt-Out Notice must be postmarked no later than 30 days after the date you accept the Terms Of Service for the first time. You must mail the Opt-Out Notice to Universal City Studios LLC d/b/a Universal Parks & Resorts, Attn: Legal Department (Opt-Out Notice), 1000 Universal Studios Plaza, Orlando, FL 32819.

For your convenience, we are providing a [hyperlink to the Opt-Out Notice form](#) you must complete and mail to validly opt out of arbitration. You must complete the Opt-Out

Notice form by providing the information called for in the form, including your name, address (including street number and address, city, state, and zip code), phone number and the email address(es) used to log in to your Universal Parks account to which the opt out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of arbitration. If you opt out of arbitration, all other parts of the Terms of Service will continue to apply. Opting Out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

(l) **Modification of Arbitration Clause With Notice.** Universal Parks may modify these arbitration provisions. You agree to be bound by the arbitration provisions and terms in effect at the time you acknowledged receipt and acceptance of these Terms of Service when purchasing or otherwise using our services; except that any later modifications to these arbitration provisions shall also become effective thirty (30) days after Universal Parks has given notice of such modifications by posting the new terms via the Sites or the services, and only on a prospective basis for claims arising from Universal Parks Transactions and Relationships occurring after the effective date of such notification.

(m) **Small Claims Matters are Excluded.** No Class Relief or Joinder of Claims. Notwithstanding the foregoing arbitration provisions, at your option, you may bring any claim you have against Universal Parks in your local small claims court within the U.S., if your claim is within such court's jurisdictional limit; provided that such court does not have the authority to entertain any claims on a class or representative basis, or to consolidate or join the claims of other persons or parties who may be similarly situated in such proceeding.

27. Dispute Resolution For Non-US Residents Only If A Tribunal Has Ruled That Arbitration Is Prohibited By Law

Non-US citizens agree to an alternative procedure for dispute resolution if a tribunal rules that arbitration is prohibited by law.

This Section 27 applies to non-US Residents, where applicable law prohibits arbitration of disputes in accordance with Section 26.

(a) Section 27 disputes. If any controversy, allegation, or claim (including any non-contractual claim) arises out of or relates to the services, the Content, these Terms of Service, whether heretofore or hereafter arising or to any of Universal Parks' actual or alleged intellectual property rights (collectively, a "Section 27 Dispute"), then you and we agree to send a written notice to the other providing a reasonable description of the Section 27 Dispute, along with a proposed resolution of it. Our notice to you will be sent to you based on the most recent contact information that you provide us. But if no such information exists or if such information is not current, then we have no obligation under this Section 27(a). Your notice to us must be sent to:

By mail: DMCA Agent, NBCUniversal Law Department, 30 Rockefeller Plaza, Rm. 1087E, New York, NY 10112.

By email: dmca.agent@nbcuni.com

For a period of sixty (60) days from the date of receipt of notice from the other party, Universal Parks and you will engage in a dialogue in order to attempt to resolve the Section 27 Dispute, though nothing will require either you or Universal Parks to resolve the Section 27 Dispute on terms with respect to which you and Universal Parks, in each of our sole discretion, are not comfortable.

(b) Jurisdiction. The parties agree that the state or federal courts in Florida shall have non-exclusive jurisdiction of any Section 27 Dispute related to Universal Orlando Resort and Universal Parks & Resorts Vacation.

The parties agree that the state or federal courts in California shall have non-exclusive jurisdiction of any Section 27 Dispute related to Universal Studios Hollywood and Universal CityWalk Hollywood.

(c) Governing Law. To the maximum extent permitted by the mandatory laws in your country of residence, these Terms of Service and any Section 27 Dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes) will be governed by, and construed in accordance with, the laws of the U.S. and the applicable state as set forth in Section 31(a) below without regard to its conflicts of law provisions.

(d) Limited Time to File Claims. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR WE WANT TO ASSERT A SECTION 27 DISPUTE AGAINST THE OTHER, THEN YOU OR WE MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE AS SET FORTH IN SECTION 27(a) WITHIN ONE (1) YEAR AFTER DISCOVERY OF THE SECTION 27 DISPUTE ARISES – OR IT WILL BE FOREVER BARRED.

(e) Injunctive Relief. The foregoing provisions of Section 26 and this Section 27 will not apply to any legal action taken by Universal Parks to seek an injunction or other equitable relief in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to the services, any Content, your User Content and/or Universal Parks' intellectual property rights (including such Universal Parks may claim that may be in dispute), Universal Parks' operations, and/or Universal Parks' products or services.

28. Express Assumption of Risk & Release of Liability - COVID-19 & Other Infectious and/or Communicable Diseases

In connection with your purchase of Universal Parks products (including but not limited to admission ticket(s), pass(es), hotel accommodations and/or vacation package(s)) and your visit to Universal Parks locations, please be advised that you must follow Universal Parks' policies, CDC guidelines, and the recommendations of health officials. Please note that any public location where people are present provides an inherent risk of exposure to COVID-19, and Universal Parks cannot guarantee that you will not be exposed during your visit.

This Section 28 is an acknowledgement and express assumption of risk and release of liability as it relates to the risks of being exposed to or contracting COVID-19 (as defined by the World Health Organization and any strains, variants, or mutations thereof) ("COVID-19"), the coronavirus that causes COVID-19, or any other communicable and/or infectious disease, while visiting Universal Parks locations (collectively, "The Properties"). By purchasing an admission ticket(s) and/or pass(es) and/or hotel accommodations and/or vacation package(s) and entering The Properties, you are acknowledging and confirming on your behalf, and on behalf of any individual who uses the admission ticket(s) and/or pass(es) and/or hotel accommodations and/or vacation package(s) you purchased to enter The Properties (including any minor children), both now and in the future, that you understand and expressly assume the risk that during your visit you may be exposed to COVID-19, the Coronavirus that causes COVID-19, or other communicable and/or infectious diseases. You expressly understand that these risks include contracting COVID-19 or other communicable and/or infectious diseases and the associated dangers, medical complications and physical and mental injuries, both

foreseen and unforeseen, that may result from contracting COVID-19 or other communicable and/or infectious diseases. You further acknowledge and understand that any interaction with the general public poses an elevated, inherent risk of being exposed to and contracting communicable and/or infectious diseases, including, but not limited to, COVID-19 and the Coronavirus that causes COVID-19, that Universal Parks cannot guarantee that you will not be exposed during your visit to The Properties, and that as such, potential exposure to or contraction of COVID-19 or any other communicable and/or infectious diseases are risks inherent in your decision to visit The Properties and cannot be eliminated. You further acknowledge and understand that if infected with COVID-19, the Coronavirus that causes COVID-19, or any other communicable and/or infectious disease, you may infect others you subsequently come in to contact with, even if you are not experiencing or displaying any symptoms of illness yourself, and that the risk of spreading COVID-19 to others remains even after the you depart The Properties. The same is true for many other communicable and/or infectious diseases you may be exposed to during your visit.

You and Universal Parks further agree that we intend this Section 28 to be a binding and full release of liability for negligence and/or the inherent risks associated with visiting the Properties during an epidemic or pandemic with respect to any controversy, claim or dispute that may arise out of or during your visit to The Properties that is related to exposure to or the contraction of any communicable and/or infectious disease, including, but not limited to, COVID-19 or the Coronavirus that causes COVID-19. Specifically, you agree that:

YOU, ON BEHALF OF YOURSELF AND YOUR PERSONAL REPRESENTATIVES, HEIRS, SPOUSE, GUARDIANS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS AND NEXT OF KIN) HEREBY RELEASE, DISCHARGE, HOLD HARMLESS AND AGREE NOT TO SUE UNIVERSAL PARKS AND THE ADDITIONAL RELEASED PARTIES NOTED BELOW WITH RESPECT TO ANY CLAIM, LIABILITY OR DEMAND OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, FOR PERSONAL INJURIES OR WRONGFUL DEATH) THAT MAY ARISE IN CONNECTION WITH, OR RELATE IN ANY WAY TO, EXPOSURE TO OR CONTRACTION OF A COMMUNICABLE AND/OR INFECTIOUS DISEASE, INCLUDING BUT NOT LIMITED TO, COVID-19 (OR THE CORONAVIRUS THAT CAUSES COVID-19), DURING YOUR VISIT TO THE PROPERTIES, OR DURING YOUR PARTICIPATION IN ANY RELATED ACTIVITIES ARRANGED, PROMOTED AND/OR SPONSORED BY UNIVERSAL PARKS, INCLUDING, WITHOUT LIMITATION, THOSE CLAIMS THAT ARISE AS A RESULT OF: (I) THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES, AND/OR (II) THE INHERENT RISKS ASSOCIATED WITH VISITING THE PROPERTIES DURING ANY EPIDEMIC OR PANDEMIC, INCLUDING THE COVID-19 PANDEMIC. YOU FURTHER AGREE THAT THE FORGOING RELEASE OF LIABILITY AND COVENANT NOT TO SUE EXTENDS TO AND ENCOMPASSES ANY AND ALL CLAIMS, LIABILITIES OR DEMANDS THAT RELATE IN ANY WAY TO EXPOSURE TO OR CONTRACTION OF A COMMUNICABLE OR INFECTIOUS DISEASE, INCLUDING BUT NOT LIMITED TO, COVID-19, BY ANY OTHER INDIVIDUAL, INCLUDING BUT NOT LIMITED TO YOUR MINOR CHILDREN AND/OR FAMILY MEMBERS, AS A RESULT OF THEIR VISITING THE PROPERTIES USING TICKET(S) AND/OR PASS(ES) AND/OR HOTEL ACCOMMODATIONS AND/OR VACATION PACKAGE(S) YOU PURCHASED OR AS A RESULT OF THEM BEING EXPOSED TO SUCH DISEASES BY YOU AFTER YOUR VISIT TO THE PROPERTIES. TO THE EXTENT PERMITTED BY LAW, YOU FURTHER AGREE THAT IT IS YOUR INTENTION THAT THE FOREGOING RELEASE OF LIABILITY AND COVENANT NOT TO SUE IS BEING ENTERED IN TO ON YOUR BEHALF, AS SET FORTH ABOVE, AND ALSO ON THE BEHALF OF ANY OTHER INDIVIDUAL WHO USES AN ADMISSION TICKET AND/OR PASS AND/OR HOTEL ACCOMMODATIONS AND/OR VACATION PACKAGE PURCHASED BY YOU TO ENTER THE PROPERTIES.

For purposes of this Section 28, you and Universal Parks agree that the “Released Parties” shall include (a) Universal Parks, (b) Universal Parks’ parent, subsidiary and affiliated companies; (c) the respective employees, agents, shareholders and officers of the entities described in (a)-(b) above; and (d) the licensees, successors, assigns and heirs of the entities and individuals referred to in (a)-(c) above.

You further acknowledge and agree that you are familiar with and do hereby waive the provisions of Section 1542 of the California Civil Code (and similar provisions of other jurisdictions) which provides as follows: “A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her would have materially affected his or her settlement with the debtor or released party.”

This acknowledgement and express assumption of risk and release of liability is intended to be as broad and inclusive as is permitted by law. If any part of this provision is held to be invalid or legally unenforceable for any reason, the remainder of this provision shall not be affected thereby and shall remain valid and fully enforceable.

29. Member Disputes

You are solely responsible for your communications with members or visitors to the services.

You are solely responsible for any interaction with other members or visitors to the services, and Universal Parks reserves the right, but shall have no obligation, to monitor disputes between you and any other member of Universal Parks.

30. Notice For California Users

Residents of California are entitled to specific consumer rights information.

Under California Civil Code Section 1789.3, California users of the services are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

31. General

By accessing and using the services, you agree to certain terms regarding (a) the applicable law and venue; (b) no waiver; (c) the enforcement and interpretation of these Terms of Service; (d) your limited time to file claims; and (e) the manner in which you communicate with us. You also agree not to assign or delegate your rights and obligations under these Terms of Service.

(a) **Applicable law.** These Terms of Service, any Additional Terms and the relationship between you and Universal Parks with respect to Universal Orlando Resort and/or Universal Parks & Resorts Vacations shall be governed by the laws of the U.S. and the State of Florida without regard to its conflicts of law provisions.

These Terms of Service, any Additional Terms and the relationship between you and Universal Parks with respect to Universal Studios Hollywood and/or Universal CityWalk Hollywood shall be governed by the laws of the U.S. and the State of California without regard to its conflicts of law provisions.

(b) **Venue.** Subject to the arbitration provisions above, and other than small claims actions as permitted therein, any action or proceeding arising from, relating to or in connection with these Terms of Service and Universal Orlando and/or Universal Parks & Resorts Vacations will be brought exclusively in the federal or state courts located in Orlando, Florida and you irrevocably consent to the personal jurisdiction of such courts and agree that it is a convenient forum and that you will not seek to transfer such action or proceeding to any other forum or jurisdiction, under the doctrine of forum non conveniens or otherwise.

(c) **No Waiver.** No failure or delay by Universal Parks in exercising any right, power or privilege under these Terms of Service will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under these Terms of Service.

(d) **Severability.** Unless otherwise expressly provided herein, the invalidity or unenforceability of any provision of these Terms of Service will not affect the validity or enforceability of any other provision, all of which will remain in full force and effect.

(e) **Limited Time to File Claims.** You agree that regardless of any statute or law which establishes a different statute of limitations, to the maximum extent permitted under applicable law, any claim or cause of action (including any arbitration) arising out of, related to or connected with the use of the Site or other services, or these Terms of Service, our [Privacy Policy](#), or other Universal Parks Transactions or Relationships must be filed within one (1) year after such claim or cause of action arose or be forever barred.

(f) **Paragraph and Section Titles are For Your Convenience.** The paragraph or section titles in these Terms of Service are for convenience only and have no legal or contractual effect.

(g) **This is the Entire Agreement.** These Terms of Service represent the entire understanding of the parties regarding its subject matter, and supersede all prior and contemporaneous agreements and understandings between the parties regarding its subject matter, and may not be amended, altered or waived except in writing by the party to be charged.

(h) **Assignment.** These Terms of Service are binding upon and shall ensure to the benefit of parties and their respective successors, heirs, executor, administrators, personal representatives and permitted assigns. You shall not assign your rights or obligations hereunder without Universal Parks' prior written consent.

(i) **Connectivity.** You are responsible for obtaining and maintaining all devices and other equipment and software, and all other services needed for your access to and use of the online service and you will be responsible for all charges related to them.

32. Terms Applicable For Apple iOS

If you are accessing or using the services through an Apple device, the following Additional Terms and conditions are applicable to you and are incorporated into the Terms of Service by this reference:

(a) To the extent that you are accessing the services through an Apple device, you acknowledge that these Terms of Service are entered into between you and Universal

Parks and, that Apple, Inc. ("Apple") is not a party to these Terms of Service other than as third-party beneficiary as contemplated below.

(b) The license granted to you in Section 2 of these Terms of Service is subject to the permitted Usage Rules set forth in the App Store Terms (see: <http://www.apple.com/legal/itunes/us/terms.html>) and any third party terms of agreement applicable to the services.

(c) You acknowledge that Universal Parks, and not Apple, is responsible for providing the services and Content thereof.

(d) You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or support services to you with respect to the services.

(e) To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the services.

(f) Notwithstanding anything to the contrary herein, and subject to the terms in these Terms of Service, you acknowledge that, solely as between Apple and Universal Parks, Universal Parks and not Apple is responsible for addressing any claims you may have relating to the services, or your possession and/or use thereof, including, but not limited, to: (i) product liability claims, (ii) any claim that the services fail to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. As set forth under these Terms of Service in Sections 13, 14, 15, and 28, Universal Parks' liability to you for use of the services is greatly limited.

(g) Further, you agree that if the services, or your possession and use of the services, infringes on a third party's intellectual property rights, you will not hold Apple responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claims.

(h) You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms of Service, and that, upon your acceptance of the terms and conditions of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you as a third-party beneficiary thereof.

(i) When using the services, you agree to comply with any and all third-party terms that are applicable to any platform, website, technology or service that interacts with the services.

33. Official In-Park Social Media Giveaway Rules

The following rules shall govern all Universal Parks In-Park Social Media Giveaways unless otherwise stated in writing by Universal Parks:

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. PLEASE READ THESE RULES CAREFULLY, THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS INCLUDING MANDATORY ARBITRATION, NO CLASS RELIEF, AND WAIVER OF YOUR RIGHT TO A JURY TRIAL.

(a) **Eligibility:** These rules (the "Official Rules") apply to all in-park Universal Parks social media giveaway promotions (collectively, the "Promotions"). The Promotions are open only to legal residents of the fifty (50) United States and the District of Columbia who are

at least eighteen (18) years old and of the age of majority in their state of residence at the time of entry (age of majority is nineteen (19) years in Alabama and Nebraska and twenty-one (21) years in Mississippi) and who are present in the applicable theme park or venue at the time of the Promotion announcement. Officers, directors, and employees of Universal Parks and its parent and affiliated companies, as well as the immediate family (spouse, parents, siblings and children, regardless of where they reside) and household members of each such employee (whether or not related thereto) are not eligible to enter Universal Parks Promotions. The Promotions are subject to all applicable federal, state, and local laws and regulations. Void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Universal Parks' decisions, which are final and binding in all matters related to the applicable Promotion. Winning a Prize is contingent upon fulfilling all requirements set forth herein.

By participating in any social media Promotion via Facebook, Twitter, Instagram, or any other Universal Parks social media channel you agree to these Official Rules, which are a contract, so read them carefully before participating. Without limitation, this contract includes indemnities to the Released Parties (defined below) from you and a limitation of your rights and remedies. The details and requirements for entry or participation in any Promotion shall be provided by the official Universal Parks social media channels from time to time, at the discretion of Universal Parks. You must follow the directions provided by Universal Parks' official social channels and otherwise be bound by and follow these Official Rules to be eligible to receive a Prize in connection with any Promotion. **The Promotions are in no way sponsored, endorsed or administered by, or associated with any social media network including without limitation: Facebook, Twitter, Instagram, or Snapchat. Entrants are providing information to Universal Parks and not to Facebook, Twitter, Instagram, or Snapchat.**

(b) **Sponsor:** The Sponsor for Universal Parks & Resorts and Universal Studios Hollywood Promotions shall be Universal City Studios LLC, 100 Universal City Plaza Universal City, CA 91608. The Sponsor for Universal Orlando Resort Promotions shall be Universal City Development Partners, Ltd., 1000 Universal Studios Plaza, Orlando, FL 32819.

(c) **Timing:** Universal Parks shall accept Promotion entries only during the Promotions entry period as provided for in the applicable Universal Parks announcement (the "Entry Period"). If the applicable Promotion announcement does not indicate an Entry Period, then the Entry Period shall begin when the announcement is made and end when all Prizes have been claimed, but in no event shall the Promotion extend beyond sixty minutes from the time the Promotion is announced.

(d) **How to Enter:** Your method of entry shall be as provided for in the applicable Promotion announcement during the applicable Entry Period. The giveaway location shall be identified by the Official Universal Parks Facebook, Twitter, Instagram, or Snapchat account. No other method of entry will be accepted. Limit one (1) entry per person per Promotion, regardless of method of entry. Additional entries beyond the specified limit will be void.

(e) **Entry and Timing:** Universal Parks' designated representative is the official timekeeper for all Promotions. Universal Parks reserves the right to disqualify any entrant for offensive, inappropriate, or obscene behavior or failure to comply with Universal Parks' theme park or venue rules and regulations or the Terms of Service. Entries from businesses, organizations or groups are not permitted. Any attempt by an entrant to obtain more than a single entry will void that entrant's entries and that entrant may be disqualified.

(f) **Winner Selection:** The winner(s) of the applicable giveaway will be selected by random drawing or the earliest arriving eligible entrant(s) who appear before Universal Parks' designated representative, as determined at Universal Parks' sole discretion. In no event shall the number of Winners exceed the quantity of available Prizes. Subject to verification of eligibility and compliance with the terms of these Official Rules, the potential winner(s) will be declared the official winner(s) of the applicable Promotion (each, a "**Winner**" and collectively, the "**Winners**"). The decisions of Universal Parks are final and binding on all matters relating to these Promotions. Limit one (1) Prize per person, family or household per Promotion. Potential winners may be required to execute an affidavit of eligibility, release of liability, and publicity release (collectively, "Promotion Documents"). Noncompliance with these Official Rules may result in disqualification at Universal Parks' discretion.

(g) **Prizes:** The prize(s) and quantity of such prize(s) to be offered in each Promotion (each, a "**Prize**" and collectively, the "**Prizes**") shall be identified by the Official Universal Parks Facebook, Twitter, Instagram, or Snapchat account. If no Prize quantity is stated, then a single Prize shall be awarded. The approximate retail value of each Prize shall be \$20-400. Exact Prize details shall be determined in the sole and absolute discretion of Universal Parks. Prizes are non-transferable and non-assignable, with no cash redemptions except at Universal Parks' sole and absolute discretion. Universal Parks reserves the right to substitute any Prize (or any portion thereof) with one of comparable or greater value at its sole and absolute discretion. Each Winner is fully responsible for any and all applicable federal, provincial, state and local taxes (including income and withholding taxes). All costs and expenses associated with the Prize acceptance and use not specified by the Official social accounts as being provided, including but not limited to lodging, transportation costs, meals, gratuities and other expenses incurred by accepting the Prize are the sole responsibility of the Winner. All details of all Prizes including the redemption timing will be determined by Universal Parks in its sole discretion and are subject to change without notice or warning. All expenses and incidental costs not expressly stated in the description above, including but not limited to, taxes or other expenses are the sole responsibility of the Winner. Restrictions, conditions and limitations may apply. Winner will not receive difference between actual and approximate retail value. Prize is non-transferable and no substitution will be made except as provided herein at the Universal Parks' sole discretion.

(h) **Release:** By entering the Promotion, each entrant agrees for entrant and for entrant's heirs, executors, and administrators (a) to release and hold harmless Facebook, Twitter, Instagram, Snapchat, Universal Parks, Universal City Studios LLC, Universal Studios LLC, NBCUniversal Media, LLC, Universal City Development Partners, Ltd., NBCUniversal Media, LLC, the parent, subsidiary, affiliated and related companies of each of the foregoing, the successors and assigns of each of the foregoing, and the respective directors, officers, constituent general and limited partners, employees and agents of each of the foregoing (collectively, "Released Parties") from any liability, illness, injury, death, loss, litigation, or damage that may occur, directly or indirectly, whether caused by negligence or not, from such entrant's participation in the or Promotion and/or his/her acceptance, possession, use, or misuse of Prize or any portion thereof (including any travel related thereto); (b) to indemnify Released Parties from any and all liability resulting or arising from the Promotion and to hereby acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to Prize, including express warranties provided exclusively by Prize supplier that are sent along with Prize; (c) if selected as a Winner, to the posting of such entrant's name on Universal Parks social media channels and the use by Released Parties of such name, voice, image, and/or likeness for publicity, promotional, and advertising purposes in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval, and, upon request, to the giving of consent, in writing, to such use; and (d) to be bound by these Official Rules and to waive

any right to claim any ambiguity or error therein or in the Promotion itself, and to be bound by all decisions of Universal Parks, which are binding and final. Failure to comply with these conditions may result in disqualification from the Promotion at Universal Parks' sole discretion.

(i) **Publicity:** Participation in the Promotion constitutes Winner's consent to Universal Parks' and its agents' use of Winner's name, likeness, photograph, voice, opinions, posts and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration. Each Winner and their applicable guest(s) may be required to sign a publicity general release form.

(j) **General Conditions:** Universal Parks reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Universal Parks' reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Universal Parks in its sole discretion. Universal Parks and all Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to Facebook, Twitter, Instagram, or Snapchat network issues, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the determination of Winners; (5) late, lost, undeliverable, corrupted or misdirected messages or emails; 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 Promotion or receipt or use or misuse of any Prize. No more than the stated number of Prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of Prizes as set forth in these Official Rules to be available and/or claimed, Universal Parks reserves the right to award only the stated number of Prizes by a random drawing among all legitimate, un-awarded, eligible Prize claims. Universal Parks reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Universal Parks reserves the right to seek damages from any such person to the fullest extent permitted by law. Universal Parks' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Your participation in the Promotion is subject to Section 28 of these Terms including your assumption of risk as to COVID-19 & other infectious and/or communicable diseases. If the Prize includes park tickets, your redemption and use of such Prize shall be subject to these Terms of Service.

(k) **Limitations of Liability: THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES. IN NO EVENT SHALL ANY PARTY SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.** You hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses in any dispute related to or arising from these Official Rules or the Prize.

(l) **Disputes:** You agree to ARBITRATE ANY DISPUTES WITH UNIVERSAL PARKS and to WAIVE JURY TRIAL and CLASS ACTIONS as more fully set forth above in Sections 26 and 27, which terms govern the Promotions as if fully incorporated into these Official Rules (except that if there is a conflict between these Official Rules and those terms, these Official Rules will govern such conflict). Your participation in the Promotions may also be subject to other local, state or national laws.

(m) **Entrant's Personal Information:** Information collected from entrants is subject to Universal Parks' Terms of Service and [Privacy Policy](#).

34. Official Social Media Sweepstakes Rules

The following rules shall govern all Universal Parks Social Media Sweepstakes unless otherwise stated in writing by Universal Parks:

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. PLEASE READ THESE RULES CAREFULLY, THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS INCLUDING MANDATORY ARBITRATION, NO CLASS RELIEF, AND WAIVER OF YOUR RIGHT TO A JURY TRIAL.

(a) **Eligibility:** These rules (the "Official Rules") apply to all Universal Parks social media sweepstakes (collectively, the "Sweepstakes"). The Sweepstakes are open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old and of the age of majority in their state of residence at the time of entry (age of majority is nineteen (19) years in Alabama and Nebraska and twenty-one (21) years in Mississippi). Officers, directors, and employees of Universal Parks and its parent and affiliated companies, as well as the immediate family (spouse, parents, siblings and children, regardless of where they reside) and household members of each such employee (whether or not related thereto) are not eligible to enter Universal Parks Sweepstakes. The Sweepstakes are subject to all applicable federal, state, and local laws and regulations. Void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Universal Parks' decisions, which are final and binding in all matters related to the applicable Sweepstakes. Winning a Prize is contingent upon fulfilling all requirements set forth herein.

By participating in any social media Sweepstakes via Facebook, Twitter, Instagram, Snapchat or any other Universal Parks social media channel you agree to these Official Rules, which are a contract, so read them carefully before participating. Without limitation, this contract includes indemnities to the Released Parties (defined below) from you and a limitation of your rights and remedies. The details and requirements for entry or participation in any Sweepstakes shall be provided by the official Universal Parks social media channels from time to time, at the discretion of Universal Parks. You must follow the directions provided by Universal Parks' official social channels and otherwise be bound by and follow these Official Rules to be eligible to receive a Prize in connection with any Sweepstakes.

The Sweepstakes are in no way sponsored, endorsed or administered by, or associated with any social media network including without limitation: Facebook, Twitter, Instagram or Snapchat. Entrants are providing information to Universal Parks and not to Facebook, Twitter, Instagram, or Snapchat.

(b) **Sponsor:** The Sponsor for Universal Parks & Resorts and Universal Studios Hollywood Sweepstakes shall be Universal City Studios LLC, 100 Universal City Plaza Universal City, CA 91608. The Sponsor for Universal Orlando Resort Sweepstakes shall be Universal City Development Partners, Ltd., 1000 Universal Studios Plaza, Orlando, FL 32819.

(c) **Timing:** Universal Parks shall accept Sweepstakes entries only during the Sweepstakes entry period as provided for in the applicable Universal Parks announcement (the "Entry Period"). If the applicable Sweepstakes announcement does not indicate an Entry Period, then the Entry Period shall begin on the date of the announcement and end on the following day. Unless otherwise indicated, the Entry

Period shall remain open until 11:59 p.m. EST on the final day of the applicable Entry Period.

(d) **How to Enter:** Your method of entry shall be as provided for in the Sweepstakes announcement, or if no method is described in such announcement, based upon the default instructions for each applicable social media channel as outlined below. No other method of entry will be accepted. Limit one (1) entry per person per Sweepstakes, regardless of method of entry. Additional entries beyond the specified limit will be void.

- **Email:** If the Sweepstakes announcement identifies an email method of entry, you may enter such Sweepstakes by sending a message from your personal email account with the name of the Sweepstakes in the subject line to: socialmedia@universalorlando.com. During each Entry Period, only one (1) email entry per email address will be allowed. Multiple entrants are not permitted to share the same email addresses.
- **Twitter:** To enter any Sweepstakes via Twitter, you must have a valid, public (i.e. not "protected") Twitter account. If you do not have a Twitter account, visit www.Twitter.com and register in accordance with the account sign-up instructions to obtain a free Twitter account. To enter any Sweepstakes via Twitter, follow the instructions provided by the applicable Universal Parks Twitter account in the manner and time period set forth by the Universal Parks Twitter account to receive one (1) entry in the applicable Sweepstakes. The default Twitter entry method shall be to comment the applicable Sweepstakes announcement tweet. If the applicable Sweepstakes announcement provides for retweeting (abbreviated "RT") as a form of entry, you may not modify/amend or supplement the content of the announcement. If a retweet is not exact, it is ineligible for the drawing. Failure to follow any instructions provided by the Universal Parks Twitter account or to submit your entry within the applicable Entry Period may result in disqualification. The time of receipt of any valid Twitter entry shall be the time such valid entry becomes available to Universal Parks on Twitter.com.
- **Facebook:** To enter any Sweepstakes via Facebook, you must have a valid, public (i.e. not "protected") Facebook account. If you do not have a Facebook account, visit www.Facebook.com and register in accordance with the sign up instructions for a free Facebook account. To enter any Sweepstakes via Facebook, follow the instructions provided by the Universal Parks Facebook account in the manner and time period set forth by the Universal Parks Facebook account to receive one (1) entry in the applicable Sweepstakes. The default Facebook entry method shall be to comment the applicable Sweepstakes announcement post. Failure to follow any instructions provided by the Universal Parks Facebook account or to submit your entry within the applicable Entry Period may result in disqualification. The time of receipt of any valid Facebook entry shall be the time such valid entry becomes available to Universal Parks on Facebook.com.
- **Instagram:** To enter any Sweepstakes via Instagram, you must have a valid public Instagram account and upload a qualifying photo ("Photo") during the Entry Period containing appropriate descriptive text along with the hashtag provided in the Sweepstakes announcement. All entries shall comply with the Instagram Terms of Use and Universal Parks Terms of Service. Universal Parks shall be permitted to post your entry on Universal Parks social media channels. All entries become the property of Universal Parks and will not be acknowledged. If you do not have an Instagram account, visit www.Instagram.com and sign up in accordance with the registration instructions for a free Instagram account. Universal Parks Instagram Sweepstakes Winners will be notified by Instagram private message. Instagram may require you to respond to an authorization request if you are not already following the Universal Parks Instagram channel. It

is your obligation to ensure that your Instagram account is configured to receive private messages from the Universal Parks Instagram account.

(e) **Entry and Timing:** Universal Parks' computer is the official time-keeping device for all Sweepstakes. Universal Parks reserves the right to remove and/or disqualify any post/comment that is offensive, inappropriate, obscene, slanderous, or otherwise in conflict with the applicable social media platform terms and conditions or Universal Parks' Terms of Service. Multiple entrants are not permitted to share the same email account or social media account. Entries from social media accounts associated with businesses, organizations or groups, as well as bulk or listserv accounts are not permitted. Any attempt by any entrant to obtain more than a single entry by using multiple/different social media accounts, email accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Entries that are generated by a script, macro, or use of any other automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email account used to register will be deemed to be the registrant or player. For entries via Facebook, Twitter, Instagram, and Snapchat, the "authorized account holder" is defined as the natural person who is assigned to each account by [Facebook.com](https://www.facebook.com), [Twitter.com](https://www.twitter.com), [Instagram.com](https://www.instagram.com), and [Snapchat.com](https://www.snapchat.com). For entries via email, the "authorized account holder" is the natural person assigned to the email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Universal Parks reserves the right to deem that the entry was made by the registered subscriber of the account at the time of entry. The potential winner may be required to show proof of being the authorized account holder.

(f) **Random Drawing:** The potential winner(s) of the applicable giveaway will be selected by random drawing from among all eligible entries received for the applicable Sweepstakes promptly following the end of the applicable Entry Period. Subject to verification of eligibility and compliance with the terms of these Official Rules, the potential winner(s) will be declared the official winner(s) of the applicable Sweepstakes (each, a "Winner" and collectively, the "Winners"). The decisions of Universal Parks are final and binding on all matters relating to this Sweepstakes. Odds of winning depend on the total number of eligible entries received for the applicable Sweepstakes. Limit one (1) Prize per person, family or household per Sweepstakes. The potential winners will be notified via private message on the applicable social channel. Potential winners are responsible for ensuring that their social media accounts are configured to receive private messages from each applicable Universal Parks social channel. Potential winners may be required to execute and return an affidavit of eligibility, release of liability, and, except where prohibited, publicity release (collectively, "Sweepstakes Documents") within three (3) days of such notification. Noncompliance within this time period, with these Official Rules or the return of or inability to deliver any Prize/prize notification may result in disqualification at Universal Parks' discretion. In the event that a potential winner is disqualified for any reason, or if Winner cannot be reached, or prize notification is returned as undeliverable, Universal Parks will award the applicable Prize to an alternate Winner by random drawing from among all remaining eligible entries. Only one (1) alternate drawing will be held after which the Prize(s) will remain un-awarded. Limit one (1) Prize per family or household.

(g) **Grant of Rights and Submission Guidelines:** For Sweepstakes with a photo submission entry method, professional photographs or photographs containing watermarks will not be eligible. By entering the Sweepstakes and submitting a Photo, you grant Universal Parks the non-exclusive, royalty-free, and irrevocable rights to use, reproduce, copy, publish, display, distribute, perform, translate, adapt, modify, edit (including for length) and otherwise exploit the Photo, and to incorporate the Photo in other works in any and all markets and media worldwide in perpetuity. You warrant that you have the sole and exclusive right to grant such rights to Universal Parks and that the

Universal Parks' reproduction, publishing, displaying, and/or other use of the Photo will not infringe on any rights of third parties, including, without limitation, copyright, trademark, privacy, or publicity, or create claims for defamation, false light, idea misappropriation, intentional or negligent infliction of emotional distress, or breach of contract. If any Photo contains material that is violent, pornographic, obscene, illegal, inappropriate, or racially or morally offensive, or if any Photo does not comply with these Official Rules, or meet Universal Parks' standards for any reason, as determined by Universal Parks in its sole discretion, such Photo (and the related Entry) may be rejected as ineligible for consideration and removed from the Sweepstakes. Entries must comply with all applicable laws, rules, and regulations. You also warrant that you have obtained: (a) permission to upload the Photo from (i) all individuals appearing in the Photo, and (ii) the parents or legal guardians of all persons under the age of eighteen (18) who appear in the Photo; and (b) written permission to upload the Photo: (i) when photographing and/or videotaping on property not owned or controlled by you, where such permission is required, and (ii) from the parents or legal guardians of any persons who appear in the Photo who are under the age of thirteen (13) years. You acknowledge and agree that intellectual property depicted at Universal Parks locations may be owned and/or licensed by third parties who confer no rights on guests who may post and/or enter an applicable Sweepstakes. Universal Parks shall have no obligation to copy, publish, display, or otherwise exploit any Photo.

(h) **Prizes:** The prize(s) and quantity of such prize(s) to be offered in each Sweepstakes (each, a "**Prize**" and collectively, the "**Prizes**") shall be identified by the Official Universal Parks Facebook, Twitter, or Instagram account. The approximate retail value of each Prize shall be \$20-400. Exact Prize details shall be determined in the sole and absolute discretion of Universal Parks. Prizes are non-transferable and non-assignable, with no cash redemptions except at Universal Parks' sole and absolute discretion. Universal Parks reserves the right to substitute any Prize (or any portion thereof) with one of comparable or greater value at its sole and absolute discretion. Each Winner is fully responsible for any and all applicable federal, provincial, state and local taxes (including income and withholding taxes). All costs and expenses associated with the Prize acceptance and use not specified by the Official social accounts as being provided, including but not limited to lodging, transportation costs, meals, gratuities and other expenses incurred by accepting the Prize are the sole responsibility of the Winner. All details of all Prizes including the redemption timing will be determined by Universal Parks in its sole discretion and are subject to change without notice or warning. All expenses and incidental costs not expressly stated in the description above, including but not limited to, taxes or other expenses are the sole responsibility of the Winner. Restrictions, conditions and limitations may apply. Winner will not receive difference between actual and approximate retail value. Prize is non-transferable and no substitution will be made except as provided herein at the Universal Parks' sole discretion. Universal Parks reserves the right to substitute a Prize for one of equal or greater value if the designated Prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with Prize receipt and/or use. Odds of winning a Prize depend on the number of eligible entries received during the applicable Entry Period.

(i) **Release:** By entering the Sweepstakes, each entrant agrees for entrant and for entrant's heirs, executors, and administrators (a) to release and hold harmless Facebook, Twitter, Instagram, Snapchat, Universal Parks, Universal City Studios LLC, Universal Studios LLC, NBCUniversal Media, LLC, Universal City Development Partners, Ltd., the parent, subsidiary, affiliated and related companies of each of the foregoing, the successors and assigns of each of the foregoing, and the respective directors, officers, constituent general and limited partners, employees and agents of each of the foregoing (collectively, "Released Parties") from any liability, illness, injury, death, loss, litigation, or damage that may occur, directly or indirectly, whether caused by negligence or not, from such entrant's participation in the or Sweepstakes and/or his/her acceptance, possession, use, or misuse of Prize or any portion thereof (including any travel related

thereto); (b) to indemnify Released Parties from any and all liability resulting or arising from the Sweepstakes and to hereby acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to Prize, including express warranties provided exclusively by Prize supplier that are sent along with Prize; (c) if selected as a Winner, to the posting of such entrant's name on Facebook and the use by Released Parties of such name, voice, image, and/or likeness for publicity, promotional, and advertising purposes in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval, and, upon request, to the giving of consent, in writing, to such use; and (d) to be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or in the Sweepstakes itself, and to be bound by all decisions of Universal Parks, which are binding and final. Failure to comply with these conditions may result in disqualification from the Sweepstakes at Universal Parks' sole discretion.

(j) Publicity: Except where prohibited, participation in the Sweepstakes constitutes Winner's consent to Universal Parks' and its agents' use of Winner's name, likeness, photograph, voice, opinions, posts and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration. Each Winner and their applicable guest(s) will be required to sign a publicity general release form.

(k) General Conditions: Universal Parks reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Universal Parks' reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Universal Parks in its sole discretion. Universal Parks and all Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to Facebook, Twitter, or Instagram network issues, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, corrupted or misdirected messages or emails; 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 or receipt or use or misuse of any Prize. No more than the stated number of Prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of Prizes as set forth in these Official Rules to be available and/or claimed, Universal Parks reserves the right to award only the stated number of Prizes by a random drawing among all legitimate, un-awarded, eligible prize claims. Universal Parks reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Universal Parks reserves the right to seek damages from any such person to the fullest extent permitted by law. Universal Parks' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Your participation in the Sweepstakes is subject to Section 28 of these Terms including your assumption of risk as to COVID-19 & other infectious and/or communicable diseases. If the Prize includes park tickets, your redemption and use of such Prize shall be subject to these Terms of Service.

(l) Limitations of Liability: THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES. IN NO EVENT SHALL ANY PARTY SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. You hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-

of-pocket expenses in any dispute related to or arising from these Official Rules or the Prize.

(m) **Disputes:** You agree to ARBITRATE ANY DISPUTES WITH UNIVERSAL PARKS and to WAIVE JURY TRIAL and CLASS ACTIONS as more fully set forth above in Sections 26 and 27, which terms govern the Sweepstakes as if fully incorporated into these Official Rules (except that if there is a conflict between these Official Rules and those terms, these Official Rules will govern such conflict). Your participation in the Sweepstakes may also be subject to other local, state or national laws.

(n) **Entrant's Personal Information:** Information collected from entrants is subject to Universal Parks' Terms of Service and [Privacy Policy](#).

(o) **Winner Announcement:** Winners will not be announced. Winners shall be individually notified by email or private message on the applicable social media channel. To obtain a list of Winners please contact Universal Parks at socialmedia@universalorlando.com and provide a complete and full explanation regarding the nature of your request, the name and date(s) of the applicable Sweepstakes to which your request pertains, your full contact information, and a reference to this section of the Official Rules.

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