

## **ABC11's Sunflower Contest**

### **OFFICIAL RULES**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE ONE'S CHANCES OF WINNING. VOID WHERE PROHIBITED.**

**I. SPONSOR and PRIZE PROVIDER:** WTVD Television, LLC, 411 Liberty Street, Durham, NC 27701 ("Sponsor").

**II. CONTEST PERIOD:** ABC11's Sunflower Contest (the "**Contest**") begins on or about Saturday July 13th, 2019 at 12am midnight Eastern Time ("**ET**") and ends on Saturday August 3rd, 2019 at 11:59pm ET (the "**Contest Period**").

**III. ELIGIBILITY:** Only legal U.S. residents who are eighteen (18) years of age or older at the time of entry and reside in the WTVD-TV "Designated Market Area" as determined by Nielsen Media Research Services are eligible to enter. This area covers the following counties in the states of North Carolina and Virginia: North Carolina – Chatham, Cumberland, Durham, Edgecombe, Franklin, Granville, Halifax, Harnett, Hoke, Johnston, Lee, Moore, Nash, Northampton, Orange, Person, Sampson, Vance, Wake, Warren, Wilson and Wayne counties. Virginia: Mecklenburg County. Employees of Sponsor, or any organizations responsible for sponsoring, fulfilling, administering the Contest or supplying the prizes, and each of their respective parent, subsidiary, related and affiliated companies, as well as persons involved in the production, and the immediate family and household members of all such foregoing individuals, are not eligible to enter or win. "Immediate family members" shall mean parents, stepparents, children, stepchildren, siblings, stepsiblings, or spouses, regardless of where they live. "Household members" shall mean people who share the same residence at least three (3) months a year, whether related or not. Potential winner may be required to provide proof of eligibility prior to prize award. The potential winner is required to complete and return an Affidavit of Eligibility/Liability and Publicity Release prior to prize award. Subject to all applicable federal, state, local, and municipal laws and regulations.

**IV. HOW TO ENTER:** Contest-themed social media posts ("**Postings**") will be uploaded to the official ABC11 Eyewitness News Twitter account (@ABC11\_WTVD), Facebook account (www.facebook.com/ABC11) and/or Instagram account (@abc11\_wtvd). All postings will include a link to the ABC11 webpage (<https://abc11.com/5391516>). Entrants will then be directed to the Contest entry page ([https://abcotv.formstack.com/forms/sunflower\\_contest](https://abcotv.formstack.com/forms/sunflower_contest)), where entrants must follow the online instructions to upload his/her Sunflower Photo, as further described below.

All entrants will be asked to upload an original photograph of a sunflower ("**Sunflower Photo**") and submit it with his/her entry form. A validly-filled out entry form and Sunflower Photo that complies with all photograph requirements as set forth herein shall constitute a valid entry into the Contest.

**Limit one (1) entry per person/per email address during the Contest Period.** All entries must be received by 11:59pm ET on August 3rd, 2019. All information and photographs provided by entrant become the property of Sponsor.

#### **Sunflower Photo Requirements**

The Sunflower Photo must feature a sunflower. Entrants and/or others may also be featured in the photo, provided that anyone featured in the photo has given his/her consent to have their likeness submitted for purposes of this Contest. In the event that a person featured in the Sunflower Photo is a minor, consent from the minor's parent or legal guardian must be obtained prior to submission. The entrant must not be a professional photographer. For purposes of this Contest, a professional is an individual who receives payment for his/her photography. Each entrant and his/her entry must adhere to the following guidelines and requirements:

- a. The photo must be an image file; no videos will be accepted.

- b. The photo must not contain or depict any objectionable, unlawful, defamatory, obscene, sexually-explicit, threatening, abusive, harassing, hateful, discriminatory, or vulgar material and must be otherwise fit for publication/posting/uploading, as determined by Sponsor in its sole and absolute discretion.
- c. The photo must not include language, phrases, quotations, hashtags, trademarks, logos, artwork, products or brand names (not owned or licensed by the Sponsor or its affiliates) belonging to or copyrighted by third parties. However, Sponsor (in its sole discretion) reserves the right to modify or shade out any such representations if the entry is otherwise eligible.
- d. The photo must not contain any unsolicited or unauthorized advertising, promotional materials or any other form of solicitation.
- e. The photo must not contain any elements that: (i) would give or threaten to give rise to criminal or civil liability; (ii) encourages conduct that constitutes a criminal offense; (iii) encourages or provides instructional information about illegal activities; or (iv) encourages acts of violence or dangerous stunts/behavior.
- f. The photo must not disparage the goodwill or business reputation of the Sponsor.
- g. The photo must not include obscenities or other objectionable material that defames or invades the publicity or privacy rights of any person (living or deceased), or that otherwise infringes upon any third party's personal or proprietary rights, as determined by Sponsor in its sole and absolute discretion.
- h. If another person that the entrant personally knows appears in the photo or has contributed to the photo as a photographer, the entrant must obtain permission from that contributor for his/her "contribution" to be used.

The Sponsor has the right to disqualify any Entry that does not adhere to the above requirements or is otherwise in violation of these Official Rules as determined by the Sponsor in its sole and absolute discretion.

If a mobile device is used to enter the Contest, standard data charges may apply. Consult your carrier.

Sponsor can provide no technical support and accepts not responsibility for ensuring the receipt or successful submission of your entry. Mass entries or entries generated by script, macro or use of automated methods will be disqualified. Sponsor is not responsible for failed, partial or garbled computer transmissions, or for technical failures of any kind, including, but not limited to, electronic malfunction or damage of any network, hardware or software. If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or other causes that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest. No responsibility is assumed for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any electronic entry to be received on account of technical problems or traffic congestion on the Internet, social media applications, or any combination thereof, including any injury or damage to entrant's or any other person's computer or other device related to or resulting from participation in this Contest. In the event of a dispute over an electronic entry, the Grand Prize (as defined below) will be awarded to the owner of the email account used to submit the entry. Except as otherwise contemplated by these Official Rules, and to the extent entrants may otherwise elect at the time of entry, information provided by you for this Contest is subject to Sponsor's Privacy Policy, located at <https://disneyprivacycenter.com/privacy-policy-translations/english>.

**V. WINNER SELECTION AND NOTIFICATION:** A total of one (1) potential winner will be selected by the Judge (as defined below) from among all eligible entries received during the Contest Period. **Odds of winning the Grand Prize depends on total number of eligible entries received during the Contest Period.**

**DRAWING & NOTIFICATION: On or about Thursday, August 8<sup>th</sup>, 2019**

All eligible Sunflower Photos will be judged by an editor at the News & Observer (“**Judge**”) located at 421 Fayetteville Street, Suite 104 in Raleigh, NC. Each Sunflower Photo will be judged according to the following criteria: composition, creativity, energy, technical quality, and how well the photo captures the moment.

Sponsor may, in its sole discretion, elect to feature the winning Sunflower Photo and/or announce the winner’s name on-air.

Winner will be notified by phone or email provided on entry form. Failure to respond to the initial verification direct message within forty-eight (48) hours after initial notification to the potential winner or return of the email notification as undeliverable after two (2) attempts will result in disqualification and award of the Grand Prize to an alternate winner. Potential winner will be required to complete, sign and return within two (2) business days of transmission, an Affidavit of Eligibility, Release and Indemnification, and a Publicity Release where allowed by law, W-9 Form, if applicable and any other documentation required by Sponsor (collectively, “**Verification Documents**”). If potential winner does not respond to the initial notification within forty-eight (48) hours as set forth above, if Verification Documents are not returned to Sponsor within the specified time period, if potential winner cannot attend the performance on the specified date, if any prize notification is returned as non-deliverable, if potential winner is found to be ineligible or otherwise not in compliance with these Official Rules, or if potential winner cannot or does not accept the Grand Prize for any reason, Grand Prize may be forfeited and potential winners will be disqualified without compensation of any kind and an alternate winner may be selected in a random drawing (time permitting) from remaining eligible entries received.

In the event of any dispute concerning the identity of any entrant, the entry will be deemed submitted by the natural person who is the authorized holder of the account. “Authorized account holder” is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

**VI. PRIZE:** One (1) winner will receive a one (1) night stay for two (2) persons at The Umstead Hotel & Spa located at 100 Woodland Pond Drive, Cary, NC 27513 (the “**Grand Prize**”). The Grand Prize package includes:

- Double-occupancy accommodations (i.e., one (1) hotel room with a maximum occupancy of two (2) persons) for one (1) night (includes room, room rate, taxes and resort fee only); and
- A \$200 property credit to be used at The Umstead Spa, dining or shopping.

**Grand Prize has an approximate retail value (“ARV”) of \$659.**

Actual final value of the Grand Prize may vary depending upon the time of booking, and, under no circumstances will Winner receive the difference between ARV and actual final value of Grand Prize trip in cash. In the event that winner elects to not have a guest, no additional compensation will be awarded.

No cash alternative or substitutions will be allowed, except Sponsor reserves the right to substitute the Grand Prize or portions thereof of equal or greater value if a prize element listed or any portion thereof is unavailable for any reason.

All expenses not specifically provided for herein are the winner’s sole responsibility, including travel, taxes, gratuities, parking, food or beverages. Some restrictions may apply.

Grand Prize is subject to availability. Certain blackout dates or travel-by deadlines may apply. All such restrictions shall be at the discretion of Sponsor and/or the prize provider. Sponsor is not responsible for cancellation or preemption of the performance or for other circumstances that make it impractical or impossible to fulfill this element of the Grand Prize.

No cash alternative or prize substitutions will be allowed, except Sponsor reserves the right to substitute the Grand Prize or portions thereof of equal or greater value if any portion thereof is unavailable for any reason.

Sponsor will not replace any lost, mutilated or stolen vouchers, if any.

**All federal, state and/or local taxes are the sole responsibility of the winner, who will receive an IRS Form 1099 reflecting the actual final retail value of the Grand Prize.**

**VII. RELEASES AND LIMITATION OF LIABILITY:** By participating in this Contest, each entrant agrees: (a) to be bound by these Official Rules and the decisions of the Sponsor, which shall be final in all respects; and (b) to release, discharge and hold harmless Sponsor, Prize Provider and their respective parent, subsidiary, related, affiliated and successor entities, and their respective officers, directors, agents, representatives and employees, as well as each of their respective successors, representatives and assigns, as well as Instagram (collectively, the “**Released Parties**”) from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in the Contest and/or acceptance or use of the Grand Prize.

By accepting a prize, winner grants Sponsor and its designees a right to use their name, voice, likeness, biographical data, city and state of residence and entry materials in programming or promotional material, in any media now known or hereafter created or conceived, worldwide in perpetuity, or on a winner’s list, if applicable, without further compensation unless prohibited by law. Sponsor is not obligated to use any of the above mentioned information or materials, but may do so and may edit such information or materials, at Sponsor’s sole discretion, without further obligation or compensation.

Neither Sponsor nor the Released Parties will have any liability whatsoever for any injuries, losses or damages of any kind, including but not limited to personal injury or death, caused by any prize or resulting from acceptance, possession, use and/or misuse of Grand Prize or participation in Grand Prize-related activities.

In the event a winner and/or his or her guest engage in behavior that (as determined by Sponsor in Sponsor’s sole discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the Grand Prize or other applicable experience early, in whole or in part, and send winner and guest home with no further compensation.

By submitting entry materials, entrants certify that such materials are original and created by entrant, that entrants have the necessary rights, permission and authority to submit such materials, and, if applicable, that entrants maintain a valid copyright in the materials. Entrants acknowledge that such materials may be included and/or discussed in a broadcast, that such discussion may include statements or opinions by the broadcast talent or others about the entrants, the entrants’ appearances and/or the materials, and that those statements and opinions may be considered surprising, humiliating, embarrassing, derogatory, defamatory or otherwise offensive or injurious to them. Entrants release the Released Parties from any actions, claims, injury, loss or damage allegedly caused, directly or indirectly, by any use of the materials and/or such statements or opinions made in connection with them during a broadcast.

**VIII. DISPUTES; ARBITRATION/CHOICE OF LAW:** Except where prohibited, entrants agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prize awarded, or the determination of the winner, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Rules of the American Arbitration Association, then effective; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorneys’ fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and/or Released Parties in connection with the Contest, shall be

governed by, and construed in accordance with, the laws of the State of North Carolina, without regard for conflicts of law doctrine of North Carolina or any other jurisdiction, and all proceedings shall take place in the County of Durham, NC.

**IX. WINNER'S LIST:** Name of winner and these Official Rules will be posted on ABC11.com for sixty (60) days after the ending of the Contest Period.

Instagram, Twitter and Facebook are not sponsors or co-sponsors of, have not endorsed, and are in no way affiliated with this Contest.