

## ABC11's iPhone X™ X Sweepstakes

### 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:** WTVD Television, LLC, 411 Liberty Street, Durham, NC 27701 (“**Sponsor**”).

**II. SWEEPSTAKES PERIOD:** ABC11's iPhone X™ Sweepstakes (the “**Sweepstakes**”) begins on or about Thursday Feb 1st, 2018 at 12:00am. Eastern Time (“**ET**”) and ends on February 8th, 2017 at 11:59 p.m. ET (the “**Sweepstakes Period**”).

**III. ELIGIBILITY:** Only legal U.S. residents who are twenty-one (21) 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 Sweepstakes 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, step-parents, children, step-children, siblings, step-siblings, 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. Subject to all applicable federal, state, local, and municipal laws and regulations.

**IV. HOW TO ENTER:** During the Sweepstakes Period, the ABC11 app will feature ads specific to the sweepstakes. Users will tap on the ad which will redirect them to the sweepstakes entry page via <http://abc11.tv/2ryEXM5>. The ABC11 app is available on Google Play for Android and the App Store for Apple® devices. [Download and use of the ABC11 Application requires a mobile device and therefore message and data rates may apply.](#) To enter the sweepstakes, you must be a registered Member of OneID.

**Existing Member:** As a Member, you may enter the Sweepstakes by logging in to the OneID iFrame (“**Website**”) with your user name (“**User Name**”) or email address (“**Address**”) and password and following the entry instructions. If you login to your Member account using Facebook, you will be asked to allow Facebook’s “Basic App Permissions,” which is required in order to login to your Member account and participate in the Sweepstakes.

**Non-Member:** If you are not a Member, you may become a Member free of charge by visiting the Website and registering by providing the requested information on the registration form through the “sign up” or similar section on the Website. By creating a Member account, you acknowledge your agreement to the Terms of Use (available at <http://disneytermsofuse.com>). Upon becoming a Member and meeting eligibility requirements, you may enter the Sweepstakes by following the Instructions in Section 6 below.

By clicking the “Continue” button to continue with your entry, you confirm that you meet the eligibility requirements of this Sweepstakes and agree to these Sweepstakes Official Rules.

During the registration and entry process, you may be asked to consent to receive promotional and marketing emails from ABC and/or other members of the Walt Disney family of companies. Consenting to receive promotional, marketing or reminder emails is optional, does not have to be agreed to in order to be eligible to enter the Sweepstakes and does not improve your chances of winning. In the event

you do consent to receive these emails, the use of such emails shall be subject to ABC's Privacy Policy, available at [www.disneyprivacycenter.com](http://www.disneyprivacycenter.com).

During the entry process, you may be asked to "like" Sponsor's Facebook page. Consenting to "like" Sponsor's Facebook page is optional and does not improve your chances of winning.

CLICK THE CHECK BOX SIGNIFYING THAT YOU HAVE READ AND AGREE TO THESE OFFICIAL RULES. IF YOU DO NOT CHECK THE BOX INDICATING YOUR CONFIRMATION OF AND AGREEMENT TO THE ABOVE, YOU WILL NOT BE ENTERED IN THE SWEEPSTAKES AND CANNOT WIN THE GRAND PRIZE.

**Limit one (1) entry per person every 24 hours during the Sweepstakes Period, regardless of the number of email addresses or accounts a person may have.** For the purposes of this Sweepstakes, a "weekday" is defined as beginning at 12:01 am ET and ending 11:59pm ET the same day. (Entries for any weekday can be submitted online from 12:01 am ET to 11:59 pm ET. All entries must be received by 11:59 p.m. ET on February 8th, 2017. Proof of entering information on the entry form is not considered proof of delivery or receipt of such entry. Personal information collected in connection with this Sweepstakes will be treated in accordance with Sponsor's Privacy Policy, available at <http://disneyprivacycenter.com/>.

Mass entries or entries generated by a script, macro or use of automated methods will be disqualified. If for any reason the Sweepstakes 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 Sweepstakes, Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, modify or suspend the Sweepstakes. If canceled, Sponsor reserves the right at its discretion to determine the winner using all non-suspect eligible entries received up to the time of cancellation. Sponsor is not responsible for failed, partial, delayed or garbled computer transmissions, or for technical failures of any kind in connection with entries or the entry process, including but not limited to electronic malfunction or damage of any network, hardware or software. In the event of a dispute over an electronic entry, prize will be awarded to the authorized subscriber of the e-mail account, not the name on the entry form.

**V. WINNER SELECTION AND NOTIFICATION;** One winner will be selected at random from all the eligible entries received during the Sweepstakes Period. A random drawing will be conducted by the **Sponsor** and a potential winner ("**Winner**") will be selected after Entry Deadline at 11:59 pm ET on February 8th. **Odds of winning a prize depends on total number of eligible entries received during the Sweepstakes Period.** Limit one (1) prize per person for the duration of the sweepstakes.

Entry Period	Date and Time	Entry Deadline	Drawing & Notification Commencement Date
	Thursday 2/1/18 to Thursday 2/8/17	Thursday 2/8/17 11:59 PM ET	Friday 2/9/18 at 2:00 pm ET

Winners will be contacted by email. Failure to respond to the initial verification phone call and/or e-mail within forty-eight (48) hours after initial notification to the potential Winner or return of the e-mail notification as undeliverable after two (2) attempts will result in disqualification and award of the 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 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 use membership by designated dates, if any prize notification or prize 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 prize for any reason, 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 transmitting e-mail account. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

**VI. PRIZE:** Winners will receive one (1) 1<sup>st</sup> generation Apple® iPhone X™.

**Approximate retail value ("ARV") of Prize: \$1100.** Actual final value of the Prize may vary depending upon the prize given, and, under no circumstances will Winner receive the difference between ARV and actual final value of Prize trip in cash.

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

**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 Prize.**

**VII. RELEASES AND LIMITATION OF LIABILITY:** By participating in this Sweepstakes, 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, 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 (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 Sweepstakes and/or acceptance or use of the 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.

Any information provided by entrants in connection with the Sweepstakes is being provided to Sponsor. You are providing your information to Sponsor.

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 any prize or participation in prize-related activities.

Winner acknowledges that neither Sponsor nor its agents have 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 any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Any and all warranties and/or guarantees on a prize, if any, are subject to the manufacturer's terms therefore and winner agrees to look solely to such manufacturers for any such warranty and/or guarantee.

**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 Sweepstakes, or any prizes 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 Sweepstakes 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 Sweepstakes, 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:** Winner's name will be posted on [abc11.com](http://abc11.com) for 60 days after the Sweepstakes Period. For the names of Prize winners, you may mail a self-addressed, stamped envelope to: ABC11's iPhone X™ Sweepstakes, 411 Liberty St, Durham NC 27701. All such requests must be received by February 22<sup>nd</sup>, 2018.

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