#### **BROADWAY SAN JOSE SWEEPSTAKES - OFFICIAL RULES**

## **NO PURCHASE NECESSARY**

#### I. NAME OF SPONSOR

KGO Television, Inc., licensee of KGO-TV (hereinafter referred to as "Sponsor"), 900 Front Street, San Francisco, CA 94111.

## II. ELIGIBILITY

The Broadway San Jose Sweepstakes (the "Sweepstakes") is open only to legal United States residents who reside in the Designated Market Area ("DMA") of KGO-TV as determined by Nielsen Media Research Services, and who are at least eighteen (18) years of age or older. The DMA of KGO-TV covers the following counties in the State of California: Alameda, Contra Costa, Lake, Marin, Mendocino, Napa, San Francisco, San Mateo, Santa Clara, Solano & Sonoma counties.

Any individuals (including, but not limited to, employees, consultants, independent contractors, and interns) who have, within the past six (6) months, performed services for Sponsor, JN California, LLC d/b/a Broadway San Jose, or any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes or supplying a prize, and/or their respective parent, subsidiary, affiliated and successor companies, and immediate family and household members of such individuals, and any person who, within the past ninety (90) days, has been awarded a prize in any contest or sweepstakes conducted by Sponsor, are not eligible to enter or win. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses. "Household members" shall mean people who share the same residence at least three (3) months a year.

## III. HOW AND WHEN TO ENTER

Starting on **Monday, February 17, 2025** at 12:00 a.m. (midnight) Pacific Time ("**PT**") and ending on **Sunday, March 2, 2025** at 11:59 p.m. PT ("**Entry Period**"), eligible entrants may enter the Sweepstakes by navigating the Internet to http://abc7news.com/contests/ (the "**Website**") and locating the official entry form. Complete the entry form in order to submit your entry.

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 PRIZE.

Limit one (1) Sweepstakes entry (each an "Entry") per person per day during the Entry Period, regardless of how many Member accounts a person may have (as further described below). For the purposes of this Sweepstakes, a "day" is defined as beginning at 12:00 a.m. (midnight) PT and ending the following 11:59 p.m. PT. Entries remain the property of Sponsor and will not be returned or acknowledged. One (1) Entry per person per day throughout the duration of the Entry Period.

To enter the Sweepstakes via any Website, you must be a registered member of One-ID ("Member").

**Existing Member**: As a Member, you may enter the Sweepstakes by logging into One-ID through the applicable Website with your user name or email 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 applicable 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.

By clicking the "Continue" button to continue with your Entry (as described below), 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, Sponsor, ABC and/or other members of the Walt Disney family of companies, or, a prize provider. 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 the Privacy Policy of the entity requesting such consent.

Sponsor can provide no technical support and accepts no responsibility for ensuring the receipt or successful submission of your Entry. Mass Entries or Entries generated by a 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 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, terminate, modify or suspend the Sweepstakes. 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 email or electronic Entry to be received on account of technical problems or traffic congestion on the Internet or Website, or any combination thereof, including any injury or damage to entrant's or any other person's computer related to or resulting from participation in or downloading any materials from this Sweepstakes. 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 these Sweepstakes is subject to Sponsor's privacy policy.

# IV. HOW AND WHEN WINNER WILL BE SELECTED AND NOTIFIED

On or about March 3, 2025, one (1) potential winner will be selected via a random drawing from among all eligible Entries received during the Entry Period. Potential winner will be notified on or about March 3, 2025 by telephone or email at the email address or phone number listed in their Member account profiles. **Odds of winning depend on the total number of valid Entries received.** 

Final determination of the winner is always conditional on verification of eligibility and compliance with these Official Rules and procedures. Failure to respond to the initial verification phone call and/or email within forty-eight (48) hours after initial notification to the potential winner or return of the email notification as undeliverable after two (2) attempts may 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 Verification 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 a 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 prize trip connected with the Sweepstakes on the specified date, 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 winner may 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 email listed in the Member 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.

## V. PRIZE

One (1) Grand Prize ("**Prize**") is available. The Prize consists of two (2) tickets to attend a performance of The Cher Show at the San Jose Center for the Performing Arts in San Jose, CA on March 18, 2025 (the "**Show**"). **Winner must attend the Show on Tuesday, March 18, 2025 at 7:30 p.m. PT to claim the Prize**.

Ground transportation to/from winner's residence and the Show is not included. Approximate retail value ("ARV") of Prize: \$200.00.

Guest must sign a Liability and Publicity Release prior to attending the Show. If winner elects to attend the Show without a guest, no additional compensation will be awarded. Winner is solely responsible for all costs and expenses not specified herein. In the event the Prize winner is able to attend the Show after Show tickets have been issued, but the Show does not or cannot take place as scheduled or at all, for reasons including but not limited to scheduling conflicts, cancellations, postponement, or for any other reason, then the winner shall forfeit the Prize.

Winner will not receive cash or any other form of compensation if actual ticket costs are less than the prize ARV in these Official Rules.

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

Prize is not redeemable for cash or transferable. No substitutions allowed except, at Sponsor's sole discretion, a prize, or prize element, of equal or greater value may be substituted. Certain prize items are subject to availability and may be substituted by Sponsor for a different item of greater or equal value, in its sole discretion.

Winner shall be solely responsible for any applicable federal, state, and local taxes and/or local laws and regulations, and the reporting consequences thereof, and for any other fees or costs associated with a Prize. Winner will receive an IRS Form 1099 reflecting the final actual value of any Prize valued at \$600 or more and must submit a validly executed IRS Form W-9 to claim Prize.

#### **VI. RELEASES**

By participating, entrants agree to be bound by these Official Rules and the decisions of the Sponsor, which shall be final in all respects.

By participating in this Sweepstakes and accepting any prize that they may win, entrants agree to release Sponsor, JN California, LLC d/b/a Broadway San Jose, any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes or supplying a prize, each of the foregoing entities' respective parent, subsidiary, affiliated and successor companies, and each of 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 this Sweepstakes and/or acceptance or use of the prize.

Winner agrees that the Released Parties have not 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.

Entrants authorize the Released Parties to use their name, voice, likeness, biographical data, city and state of residence and entry materials in programming or promotional material, 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.

## VII. MISCELLANEOUS: WINNERS' LIST

Void where prohibited. All federal, state and local laws and regulations apply.

Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process and to cancel, terminate, modify and/or suspend the Sweepstakes in the event of tampering or other circumstances, including, but not limited to, acts of God or civil disturbance that render it impractical or impossible to complete or fulfill the Sweepstakes as originally planned.

Winner and these Official Rules will be posted on https://abc7news.com/promotions for at least thirty (30) days after winner is notified or announced.