

KTRK-TV 2024 VACATION TO AULANI RESORT SWEEPSTAKES - OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

I. NAME OF SPONSOR.

KTRK-TV, ABC Holding Company Inc. (hereinafter referred to as “**Sponsor**”), 3310 Bissonnet Street, Houston, TX 77005.

II. ELIGIBILITY.

KTRK-TV 2024 Vacation to Aulani Resort Sweepstakes (the “**Sweepstakes**”) is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years of age and the age of majority in their state of legal residence, whichever is older, at the time of entry.

Any employees, consultants, and independent contractors, of Sponsor, other television and radio stations in the greater Houston area, Disney Destinations, LLC (“**Prize Provider**”), 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, are not eligible to enter or win. "Immediate family members" shall mean parents, stepparents, children, stepchildren, siblings, stepsiblings, 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.

Viewers should watch “Eyewitness News at 3” between 3:00 pm and 3:30pm CT on weekdays from May 6, 2024 through May 19, 2024 on ABC13 and streaming on <https://abc13.com/watch/live/11065010/> to get the “Secret Code.”

Then, starting at 12:01 am Central Time (“**CT**”) on Monday, May 6, 2024 and ending at 11:59 pm CT on Sunday, May 19, 2024 (“**Entry Period**”) you may enter each day’s “SECRET CODE” by navigating the Internet to <https://abc13.com/> (“**Website**”). To submit an official Sweepstakes entry, complete the Sweepstakes entry form and enter the correct “SECRET CODE.”

CLICK THE CHECK BOX SIGNIFYING THAT YOU MEET THE ELIGIBILITY REQUIREMENTS AND 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.

Entrants will receive one (1) entry into the Sweepstakes drawing with the submission of a correctly spelled “SECRET CODE.” For example, if hypothetically the “SECRET CODE” is “cat” the entrant has to submit “cat” (correctly spelled, capitalization need not be exact). Limit one (1) Sweepstakes entry via the method listed above (each an “**Entry**” and collectively referred to herein as “**Entries**”) per person per day during the Entry Period, regardless of how many email addresses or Member

accounts a person may have. Entries must be received during the Entry Period. Entries remain the property of Sponsor and will not be returned or acknowledged. For purposes of these Official Rules, all times and days are Central Time. Sponsor's computer is the official time-keeping device for the Sweepstakes.

To enter the Sweepstakes, you must be a registered member of the Website ("**Member**").

Existing Member: As a Member, you may enter the Sweepstakes by logging into the 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 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" or similar 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 Television Network and/or other members of The Walt Disney Company family of companies or the 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 ABC's Privacy Policy, available at www.disneyprivacycenter.com.

IV. HOW AND WHEN WINNERS WILL BE SELECTED AND NOTIFIED.

On or about Monday, May 20, 2024, Sponsor will select one (1) potential winner via a random drawing from among all eligible Entries received. Potential winner will be notified on or around the date of selection 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 during the Entry Period.** 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 twenty-four (24) hours after initial notification to a potential winner or return of the 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 three (3) 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 twenty-four (24) hours as set

forth above, if Verification Documents are not returned to Sponsor within the specified time period, if the potential winner cannot attend any travel dates connected with the Sweepstakes on the specified date (if applicable), if any prize notification or prize is returned as non-deliverable, if a potential winner is found to be ineligible or otherwise not in compliance with these Official Rules, or if a potential winner cannot or does not accept the prize for any reason, prize may be forfeited and such 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) prize is available to be won consisting of the following (collectively, the "Prize"):

- Four (4) round trip coach airfares for the winner and up to three (3) guests (each a "Guest"; collectively "Guests" and together with the winner, the "Group") between departure airport as chosen by Prize Provider ("Departure Airport") and the Honolulu International Airport ("Arrival Airport") (with possible layovers) (airport, airline carrier and flights to be selected by Prize Provider in its sole and absolute discretion).
- Four (4) round trip ground transfers for the Group between the Arrival Airport and the Aulani, A Disney® Resort & Spa in Ko Olina, Hawai'i (the "Resort") selected by Prize Provider (ground transportation provider to be selected by Sponsor in its sole and absolute discretion);
- Hotel accommodations for the Group (one (1) standard room/quad occupancy, including room tax, subject to certain room availability) for up to four (4) consecutive nights at the Resort as selected by Prize Provider in its sole discretion and absolute discretion; and
- Two Hundred Dollars (\$200.00) Resort spending credit valid at the Resort during travel dates and expiring upon check-out.

The approximate retail value ("ARV") of the Prize is \$6,048.00.

Travel and lodging for the Prize must be completed prior to 06/15/2025 (certain travel restrictions do apply, based on availability). The winner and the Group must travel together on the same itinerary, and air transportation must be round-trip from/to the same Departure Airport/Arrival Airport (both as defined above), as chosen by Prize Provider. Once selected by winner, Guests cannot be changed without the express consent of Prize Provider, which may be withheld for any reason. The winner and their Guests are responsible for having valid travel documents including government issued identification and/or passports, as applicable. The winner and their Guests will be required to execute a liability/publicity/COVID-19 release and waiver form prior to booking of any travel. Failure to return the executed release form within the specified time period will result in

forfeiture of the Prize. Winner acknowledges that they are solely responsible for any actions, claims or liabilities of the Group, related to any use or misuse of the prize or any prize-related activity or travel. There may be specific instructions and requirements for all visitors to Hawaii, which may include mandated quarantine or pre-travel testing. The winner and their Guests are solely responsible at their own cost for staying updated on and complying with any of the latest advisories, restrictions and travel alerts that may be in place for travel to Hawaii leading up to the planned stay. State requirements are subject to change. Prize fulfillment and travel are subject to certain restrictions, air travel/flight availability, and certain hotel/room availability at the Resort. The Prize must be booked through a travel agent as designated by Prize Provider at least forty-five (45) days prior to arrival. Block-out dates apply. No extensions will be granted. Certain travel and lodging restrictions apply including airline carrier's regulations and conditions. Airline tickets are non-refundable, non-transferable, and are not valid for upgrades. Sponsor and Prize Provider are not liable for any expenses incurred as a consequence of flight cancellation/delay. All lodging will be at the risk of winner and Guest. Winner is solely responsible for all expenses and costs associated with acceptance and/or use of Prize not specifically stated herein as being awarded, including, without limitation any and all taxes and other expenses, costs, or fees associated with the acceptance and/or use of Prize, ground transportation (other than as described above), taxes, insurance, gasoline, meals, gratuities, and souvenirs. Sponsor shall have the right, but not the obligation, to make any deductions and withholdings that Sponsor deems necessary or desirable under applicable federal, state and local tax laws, rules, regulations, codes or ordinances. Sponsor shall have no responsibility or liability for cancellations, delays, or any other change by any company or person providing any element of Prize due to reasons beyond Sponsors' control, and are not responsible or liable for any expenses incurred as a consequence thereof. Dates are subject to change. If Winner chooses to travel with fewer than three (3) Guests or no Guests, the remaining elements of Prize shall constitute full satisfaction of Sponsors' Prize obligation to winner and no additional compensation will be awarded. Guests, if any, must be eighteen (18) years of age or older and must execute and return releases of liability and, where legal, publicity releases (collectively, "**Guest Documents**"), which must be returned with the Verification Documents, or Guest portion of the Prize will be forfeited. Any damaged, lost or stolen travel vouchers or gift cards will not be replaced. Gift cards are not redeemable or exchangeable for cash (except as required by law) and are subject to all terms and conditions of use as established by issuer. The actual value of the Prize may vary depending on point of departure and fluctuations of hotel rates and airfares. In the event winner and/or their Guests 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 Guests home with no further compensation.

Any difference between the approximate retail value and the actual cost of the Prize will not be awarded. If the actual value of the Prize is less than stated ARV, the difference will not be awarded. Some restrictions may apply. Federal, state and local taxes, if any, are the sole responsibility of the winner, who will receive an IRS Form 1099 reflecting the final actual value of any prize valued at \$600 or more. Prize components may not be sold, traded, transferred, or refunded. Prize is not redeemable for cash. No substitution of Prize or any elements thereof is allowed, except at the Sponsor's and Prize Provider's sole discretion, Prize or a Prize element, of equal or greater value,

may be substituted. Prize will be awarded provided a sufficient number of eligible Entries are received.

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, American Broadcasting Companies, Inc., Prize provider, the Show, their parent, subsidiary, affiliated and successor companies, advertising and promotion agencies and prize suppliers, 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, including, but not limited to, potential exposure to COVID-19 while traveling or staying at the Resort.

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.

Any controversy or claim arising out of or relating to these Official Rules, their enforcement, arbitrability or interpretation shall be submitted to final and binding arbitration, to be held in Los Angeles County, California, U.S. before a single arbitrator, in accordance with California Code of Civil Procedure §§ 1280 et seq. The arbitrator shall be selected by mutual agreement of Sponsor and the entrant(s) bringing forth the controversy or claim, which to the extent permissible must be brought individually and not as part of a class/group (collectively the “**Parties**”) or, if the Parties cannot agree, then by striking from a list of arbitrators supplied by the American Arbitration Association or JAMS/Endispute. The arbitration shall be a confidential proceeding, closed to the general public. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator’s award is based. The Parties will share equally in payment of the arbitrator’s fees and arbitration expenses and any other costs unique to the arbitration hearing (recognizing that each side bears its own deposition, witness, expert and attorneys’ fees, and other expenses to the same extent as if the matter were being heard in court). Each entrant agrees that their claim will be resolved individually, exclusively by arbitration, without resort to any form of class action. Each entrant further agrees that any claim/judgment/award in such arbitration shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Sweepstakes but in no event attorneys’ fees; and, under no circumstances, will an entrant be entitled to awards. Each entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or increased. Should any term of this section be deemed void by a tribunal of competent jurisdiction, unenforceable or contrary to law, such term shall, but only to the extent necessary to bring this section within the requirements of law, be deemed to be severed from the other terms of these Official Rules, and the remainder of these Official Rules shall be given effect as if it had not included the severed term herein. THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS

AGREEMENT WHETHER SOUNDING IN CONTRACT OR TORT AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

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;

Void where prohibited. All federal, state and local laws and regulations apply. Neither Sponsor nor the Show can provide any technical support, and accept 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 at any 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.

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.

VIII. WINNERS' LIST.

These Official Rules and the name of the winner will be posted on <https://abc13.com> for at least thirty (30) days after winner is notified or announced.