

## ABC13's Disney Cruise Line Homeports TV Sweepstakes

### OFFICIAL SWEEPSTAKES RULES

#### NO PURCHASE NECESSARY

ABC13's Disney Cruise Line Homeports TV Sweepstakes (the "**Sweepstakes**") is a random draw sweepstakes in which one (1) Prize winner will be randomly selected from all eligible entries received in accordance with these Official Rules to receive a prize, as described herein. By participating in the Sweepstakes, each entrant agrees that all decisions regarding the Sweepstakes, including but not limited to, eligibility determinations, rules and rule interpretations, and the handling of technical difficulties or other errors are at the sole and exclusive discretion of "Sponsor" (as defined below) and are final, binding and not subject to appeal.

**I. NAME OF SPONSOR:** KTRK Television, Inc., 3310 Bissonnet Street, Houston, Texas, 77005 ("ABC13" or "Sponsor").

#### **II. ELIGIBILITY:**

- Entrants must be eighteen (18) years of age or older at time of entry and be legal residents of the United States who are physically located and residing in Sponsor's viewing area, which is comprised of the counties: Harris, Fort Bend, Montgomery, Brazoria, Galveston, Liberty, Waller, Chambers, Austin, San Jacinto, Matagorda, Walker, Polk, Trinity, Grimes, Washington, Colorado, Wharton, Jackson, and Calhoun in Texas.
- Any entrants (including but not limited to employees, consultants, independent contractors, and interns) who have, within the past six months, performed services for Sponsor, American Broadcasting Companies, Inc., Disney Destinations ("**Disney**") and any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the sweepstakes or supplying the 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 play. "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."

In addition, Sponsor may render ineligible any person who, in Sponsor's sole discretion, is sufficiently acquainted with anyone involved in the development, production or administration of this Sweepstakes.

#### **III. HOW AND WHEN TO ENTER:**

From 12:01 am Central Time ("**CT**") on Monday, February 5th, 2024 until 11:59 pm CT on Monday, February 19th, 2024 (the "**Sweepstakes Period**"), entrants may enter the Sweepstakes by visiting ABC13.com, locating the Contests & Sweepstakes section of the website, clicking on the Sweepstakes-themed link, and filling out an entry form.

You must be a registered member of [ABC13.com](http://ABC13.com) to enter.

- **Existing Member:** As a Member, you may enter the Sweepstakes by logging in to ABC13.com ("**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 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 III.
- 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 ABC13 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).

**LIMIT ONE (1) ENTRY PER PERSON AND PER EMAIL PER DAY DURING THE ENTRY PERIOD.** For purposes of these Official Rules, a 'day' is defined as any twenty-four (24) hour period during the Sweepstakes Period beginning at 12:01 am CT and ending twenty-four (24) hours later at 11:59 pm CT. Sponsor is not responsible for failed, partial or garbled computer transmissions, or 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, other cause beyond sponsor's control 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 e-mail or electronic entry to be received on account of technical problems of 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. Entries remain

the property of Sponsor and will not be returned or acknowledged. 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.

**IV. HOW AND WHEN WINNERS WILL BE SELECTED AND NOTIFIED:** One (1) potential winner will be selected in a random drawing to be conducted on or about February 20, 2024. The potential winner will be notified on or about February 20, 2024. Odds of winning depend on number of valid entries received. The final determination of the winner is always conditional on verification of eligibility and compliance with all rules and procedures. The potential winner will be notified by the telephone or email provided on the entry form. If a potential winner cannot be reached within two (2) days of notification of winning, or if such potential winner is found to be ineligible or cannot or does not comply with these Official Rules, such potential winner will be disqualified, and an alternate winner may be selected. If the prize is not claimed by the potential winner, it will be forfeited. Sponsor, in its sole discretion, will attempt to contact up to three (3) potential winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. To claim prize, (a) winner must provide proof of age, identity, and residency, (b) winner must sign and return an affidavit of eligibility/compliance with rules, publicity/liability release and indemnification all within the time period specified by the Sponsor.

**V. PRIZE:**

One (1) Prize is available consisting of a Disney Cruise prize package ("**Vacation Package**") from Disney which shall consist of winner's choice of a four (4) or five (5) night Disney Cruise Line vacation for the winner and up to three (3) guests.

The Prize shall include the following:

- Parking for one (1) vehicle at Port of Galveston cruise terminal or voucher(s) for local round-trip ground transportation to and from the Port of Galveston (at the discretion of Disney Cruise Line)
- A four-(4) or five (5) night cruise on the Disney Magic for four (4) persons (exact number of nights will depend on the Cruise selected by winner), including:
  - o One (1) stateroom aboard the Disney Magic (location/category at the discretion of Disney) with a maximum occupancy of four (4) people;
  - o All meals onboard the Disney Magic (excluding specialty and fine dining)
  - o Pre-paid onboard gratuities, Taxes, Fees, and Port Expenses (as defined on the Disney Cruise Line website)

**Approximate retail value ("ARV") of the four (4)-night Cruise on the Disney Magic: \$4,931.88**, which includes Taxes, Fees, and Port Expenses (as defined on the Disney Cruise Line website).

**ARV of the five (5)-night Cruise on the Disney Magic: \$5,592.16**, which includes Taxes, Fees, and Port Expenses (as defined on the Disney Cruise Line website).

Travel must be booked at least forty-five (45) days prior to the intended travel dates and the Prize must be taken between **March 6, 2024**, and **March 31, 2025**. Block Out Dates: 3/10/24 (Block Out Dates at the discretion of Disney Cruise Line and subject to change). If travel is not completed by April 5, 2025, the prize will be forfeited without compensation of any kind.

Winner is responsible for all elements of a Prize not specifically described herein, including but not limited to, round-trip transportation between the winner's residence and the port; shore excursions; travel insurance; laundry service; spa treatments; alcoholic beverages; telephone calls; ship to shore communications including fax and internet; merchandise; souvenirs; incidental expenses, parking and tips and gratuities other than listed. Prize will be awarded only if the potential winner fully complies with these Official Rules. All details and other restrictions of prizes not specified in these Official Rules will be determined by Sponsor in its sole discretion. No cash alternative or substitution of prize allowed, except that Sponsor reserves the right in their sole discretion to substitute prize of comparable value if a prize is unavailable, in whole or in part, for any reason.

NOTE: 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. If the winner is unable to accept the Prize for any reason, the Prize will be forfeited in its entirety and will be awarded to an alternate winner, provided sufficient time remains. •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.

- Vacation Package components may not be sold, traded, transferred, or refunded. Vacation Package is not redeemable for cash. Vacation Package is non-commissionable.
- Vacation is for the winner and up to three (3) guest(s) of the winner's choosing. Once selected by the winner, guests cannot be changed without the express consent of Disney, which may be withheld for any reason. If the winner chooses to bring less than the allotted number of guests, the Vacation Package will be awarded in increments suitable for the actual number of participants with no substitute Vacation Package or compensation provided to the winner.

- Winner and guests must travel together on the same itinerary, and air transportation must be round-trip from/to the Departure Airport (with possible layovers). Disney will determine airline and flight itinerary in its sole discretion. Airline carrier's regulations and conditions apply to air travel. Airline tickets are nonrefundable, non-transferable, and are not valid for upgrades.
- Actual value of the prize awarded depends on a number of factors, including booking and travel dates and the number of travelers, and therefore may be lower or higher than the estimated value at the time it is fulfilled. If the actual value of the prize is less than the stated estimated value, the difference will not be awarded. The winner will not receive compensation for any element(s) of the Vacation Package that any participant(s) is unable to use for any reason, and such unused portion(s) of the Vacation Package will be forfeited.
- No refund or compensation will be made in the event of the cancellation or delay of any flight or cruise (as applicable). Disney is not liable, including for any costs or expenses, if any component of the Vacation Package is delayed, postponed or cancelled for any reason and winner will not be reimbursed, and no substitution will be provided except as in Disney's sole discretion.
- The winner and guests are responsible for providing proper citizenship documentation to travel which may include passports, valid alien registration card and/or necessary visas. Those without proper citizenship documentation will be denied boarding. The winner and each guest are responsible for ensuring that they have proper citizenship documentation. It is the winner's and each guest's responsibility to check with their travel agent, government agencies, embassies or consulates prior to participation in the Vacation Package to ensure that they have proper citizenship documentation. U.S. Citizens can also visit the State Department's travel website at [www.travel.state.gov](http://www.travel.state.gov), or call the U.S. National Passport Information Center at (877) 4USA-PPT for more information. Guests of all ages are strongly encouraged to obtain passports.
- The winner and each guest will be required to execute a liability/publicity release and waiver form prior to booking of any travel. The winner and each guest will also be required to sign the Disney Cruise Line cruise contract before embarkation (the "Cruise Contract"). The Cruise Contract is available at [www.disneycruise.com/cruisecontract](http://www.disneycruise.com/cruisecontract). Failure to return the executed release form or to accept and sign the Cruise Contract within the specified time periods will result in forfeiture of the Vacation Package. Winner acknowledges that he/she is solely responsible for any actions, claims or liabilities of their travel party, related to any use or misuse of the Vacation Package or any related activity or travel.
- Health and safety measures and operational guidelines, ports of call and offerings may change at any time without notice. Certain onboard venues, experiences and other offerings may be modified or unavailable, will have limited capacity and will be subject to limited availability, advance reservations or even closure.
- In the event the winner and/or guest(s) engage in behavior that, as determined by Disney in its sole discretion, is obnoxious or threatening, illegal, is intended to annoy, abuse, threaten or harass any other person, or is contrary to Disney's health and safety protocols, rules or policies in effect at the time of the Vacation Package, Disney reserves the right to terminate the Vacation Package or other applicable experience early, in whole or in part, and send the winner and/or guest(s) home with no further compensation. The winner acknowledges and agrees to be solely responsible for any actions, claims or liabilities of any member of the group.
- Disney, its parent, related, affiliated, and subsidiary companies and their respective officers, directors agents, employees and assigns shall be released and discharged from any and all legal claims, losses, injuries, demands, damages, actions, and/or causes of actions that arise out of and/or in any way related to the prize, the receipt, use and/or enjoyment of the prize and/or the promotion.
- Minors under the age of eighteen (18) not traveling with a parent or legal guardian must be accompanied by an adult over the age of twenty-one (21) in the same stateroom. The parent or guardian of any minor not traveling with a parent or guardian must appoint an adult to have custody and control over their minor and to contract on their behalf in connection with the Vacation Package. An appointment form will be included in the document package and must be signed by parent or legal guardian prior to embarkation at the Disney Cruise Line terminal.
- Vacation Package is awarded "as is" with no warranty or guarantee, expressed or implied, being provided by Disney.
- Vacation Package fulfillment is subject to restrictions. Failure to accept the Vacation Package within the indicated time period may result in forfeiture.
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**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 the Sweepstakes and/or accepting any prize that they may win, entrants agree to release Sponsor, American Broadcasting Companies, Inc., Disney, and their respective 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 the sweepstakes and/or acceptance or use of the prize. Entrants authorize the Released Parties to use their name, voice, likeness, biographical data, city and state of residence, entry materials and any materials collected by Sponsor as part of awarding the prize 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.

**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 contest as originally planned.

For name of winner, send a self-addressed, stamped envelope to: ABC13's Disney Cruise Line Homeports TV Sweepstakes Winner, 3310 Bissonnet, Houston, Texas 77005 within sixty (60) days after Sweepstakes end date.