

ABC13's Disney Sleep and Mattress Sweepstakes

OFFICIAL SWEEPSTAKES RULES

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

ABC13's Disney Sleep and Mattress 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, June 10th, 2024 until 11:59 pm CT on Sunday, June 16th, 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](https://www.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.

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 June 17th, 2024. The potential winner will be notified on or about June 17th, 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 Sleep and Mattress prize package ("**Prize Package**") from Disney which shall consist of a Nolah Evolution king size mattress and one (1) WiiM bedside lighted speaker.

The Prize shall include the following:

- One (1) Nolah king size mattress
 - Includes prize certificate from Nolah which will enable the winner to select the firmness of their mattress and have it shipped directly to their home
- One (1) WiiM lighted speaker

Total approximate retail value ("ARV") of the mattress (\$1,754.00) and speaker (\$129.00): \$1,883.00.

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.

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:

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. WINNER'S 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.