

ABC13's Houston Ballet "Nutcracker" Sweepstakes OFFICIAL SWEEPSTAKES RULES

ABC13's Houston Ballet "Nutcracker" Sweepstakes (the "Sweepstakes") is a sweepstakes in which one (1) potential prize winner will be randomly selected from all eligible entries as described herein. The Prize consists of four (4) Tickets to Houston Ballet Nutcracker show on December 19, 2023, at 7:30pm, a swag bag and drink tickets, as described below.

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 and are final, binding and not subject to appeal.

I. NAME OF SPONSOR: KTRK Television, Inc., 3310 Bissonnet, Houston TX 77005 and Houston Ballet, 501 Texas Avenue Houston, TX 77002 ("Sponsor")

II. ELIGIBILITY:

- Entrants must be 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 the Texas counties of Harris, Fort Bend, Montgomery, Brazoria, Galveston, Liberty, Waller, Chambers, Austin, San Jacinto, Matagorda, Walker, Polk, Trinity, Grimes, Washington, Colorado, Wharton, Jackson and Calhoun.
- Any entrants (including but not limited to employees, consultants, independent contractors, and interns) who have, within the past six months, performed services for KTRK Television, Inc., American Broadcasting Companies, Inc., Houston Ballet 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 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: NO PURCHASE NECESSARY.

From **12:01 am** Central Time ("CT") on **Monday, November 13, 2023**, until **11:59 pm** CT on **Sunday, December 10, 2023** (the "Entry 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.

How to register: 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 username ("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 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.disneyprivacyCentre.com.

LIMIT ONE (1) ENTRY PER PERSON AND PER MEMBER ACCOUNT 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 Entry 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 WINNER WILL BE SELECTED AND NOTIFIED: One (1) potential winner will be selected in a random drawing on or about **December 11, 2023**. Winner will be notified on or about **December 11, 2023**. Odds of winning depend on number of valid entries received. Final

determination of winner is always conditional on verification of eligibility and compliance with all rules and procedures. The 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(s) will be disqualified, and an alternate winner may be selected. Any prize not claimed by **December 15, 2023** will be forfeited. To claim prize, (a) winner must provide proof of age, identity and residency, (b) winner must sign and return affidavit of eligibility/compliance with rules, publicity/liability release and indemnification all within time period specified by Sponsor.

V. PRIZE:

One (1) Prize is available. Prize consists of four (4) admission tickets to Houston Ballet Nutcracker performance on December 19, 2023, at 7:30PM at the Wortham Theater, a swag bag which includes Nutcracker and Sugarplum Fairy 16" Figure, Houston Ballet Exclusive Nutcracker tee, copy of Nutcracker book signed by author and drink tickets for the show.

Approximate retail value ("ARV") of Prize is \$602. If the actual value of the prize is less than the stated ARV, the difference will not be awarded. Under no circumstances will a winner receive the difference between ARV and actual final value of Prize in cash.

NOTE: The prize is strictly limited to what is outlined above and is non-transferable and may not be redeemed for cash value, any substitution or transfers are under the sole direction of the Sponsor. Blackout dates, capacity controls, and other restrictions may apply. Prize will need to be picked up at KTRK-TV at 3310 Bissonnet Houston, Texas 77005 after winner notification and all prize release forms are completed and returned to Sponsor. Winner is solely responsible for all other expenses not specified herein, including but not limited to meals; parking, merchandise and souvenirs and any other ground transportation not expressly, and all other costs and expenses not otherwise mentioned herein. 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. Winner is not entitled to exchange or transfer prizes or to obtain cash or other substitutes, but Sponsor in its sole discretion may substitute prizes of equal or greater value. To claim prize winner must: (a) provide proof of winner's age, residency, and legal status; (b) sign and return eligibility, publicity, liability, rules compliance and any other releases requested by Sponsor; and (c) have winner's intended guests, if any, sign and return releases requested by Sponsor; all within the time period(s) specified by Sponsor; (d) provide photo identification upon pickup of prize from location to be determined.

If the Prize winner is unable to accept the Prize for any reason, the Prize will be forfeited in its entirety and will be awarded to a runner up, provided sufficient time remains.

Winner and guests must follow all instructions of Sponsor relative to the Prize. Failure to do so may result in forfeiture of the Prize. Should a winner and/or guests fail to adhere to any such instructions or engage in unruly, obnoxious, illegal, threatening, or otherwise inappropriate behavior (as determined by Sponsor in its sole discretion), Sponsor reserves the right, without further notice or warning, to terminate the Prize or other applicable experience early, in whole or in part, and send winner and guests home and/or take other actions as Sponsor deems appropriate in its sole discretion without any liability or other obligation to winner.

In the event the winner wishes to attend the Prize-related events with fewer than three (3) guests, such guest portion of the Prize will be forfeited, and winner will receive no additional compensation.

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 KTRK Television, Inc., American Broadcasting Companies, Inc., Houston Ballet, 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 the name of the winner, send a self-addressed, stamped envelope to: ABC13 Sweepstakes Winners List – Houston Ballet Nutcracker Sweepstakes, 3310 Bissonnet, Houston, Texas 77005 within sixty (60) days after Sweepstakes end date.