

ABC13's MONSTER JAM SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY

VOID WHERE PROHIBITED BY LAW

ABC13's Monster Jam Sweepstakes (the "**Sweepstakes**") is a sweepstakes in which three (3) prize winners will each receive four (4) tickets to the Saturday, October 19, 2024 Monster Jam Show at Reliant Stadium.

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 SPONSORS: KTRK Television, Inc., 3310 Bissonnet, Houston TX 77005 and Feld Entertainment 800 Feld Way, Palmetto, FL 34221 (collectively, "**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 Designated Market Area ("**DMA**") of KTRK Television, Inc., as determined by Nielsen Media Research Services, which covers the following counties in Texas: Harris, Fort Bend, Montgomery, Brazoria, Galveston, Liberty, Waller, Chambers, Austin, San Jacinto, Matagorda, Walker, Polk, Trinity, Grimes, Washington, Colorado, Wharton, Jackson and Calhoun.
- Any employees, consultants, and independent contractors of Sponsor, American Broadcasting Companies, Inc., 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 (collectively, "**Promotion Entities**"), and immediate family members 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 months a year."

III. HOW AND WHEN TO ENTER:

Starting at **12:01 am** Central Time ("**CT**") on **Monday, September 30, 2024** and ending at **11:59 pm** CT on **Sunday, October 13, 2024** (the "**Entry Period**"), entrants may enter the Sweepstakes by visiting <https://abc13.com/contests/> (the "**Website**") and selecting the Sweepstakes-themed image or link to be redirected to the Sweepstakes entry form. Entrants must complete the Sweepstakes entry form for one (1) entry into the Sweepstakes.

SELECT 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 A PRIZE.

How to register: To enter the Sweepstakes, you must be a registered member of ABC13.com to enter.

- **Existing Member:** As a Member, you may enter the Sweepstakes by logging in to 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 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 Official Sweepstakes 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 privacy.thewaltdisneycompany.com

LIMIT ONE (1) ENTRY PER PERSON PER DAY DURING THE ENTRY PERIOD, regardless of how many Member accounts or emails a person may have. 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, hard ware 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: Three (3) potential winners will be selected via a random drawing on or about **October 14, 2024** from among all eligible entries received during the Entry Period. Winner will be notified on or about **October 14, 2024** by the telephone or email provided on their entry form. Odds of winning depend on the total number of valid entries received during the Entry Period.

Final determination of the winners is conditional on verification of eligibility and compliance with these Official Rules. Failure to respond to the initial verification phone call and/or email within forty-eight (48) hours after initial notification to a 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. To claim a prize, potential winner may be required to sign and return affidavit of eligibility release and indemnification, publicity release, IRS Form W-9 (if applicable) and any other documentation required (collectively "**Winner Documents**"), all within time period specified by Sponsor. If a potential winner fails to respond within forty-eight (48) hours of initial winner notification, if Winner Documents are not returned to Sponsor within the specified time period, if any prize notification is returned as non-deliverable, or if such potential winner is found to be ineligible, cannot or does not claim the prize for any reason, or cannot or does not comply with these Official Rules, the prize may be forfeited and such potential winner(s) may be disqualified without compensation of any kind, and an alternate winner may be selected from remaining non-winning eligible entries received, time permitting.

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. PRIZES:

Three (3) Prizes are available, each consisting of four (4) tickets to the October 19, 2024 7PM Monster Jam Show at Reliant Stadium.

Approximate retail value ("ARV") of Prize is \$160 USD. 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. Prize tickets do not include travel or accommodations.

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. Each winner will be required to pick up prize tickets 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, 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. The winner must: have winner's intended guests, if any, sign and return releases

requested by Sponsor; all within the time period(s) specified by Sponsor and provide photo identification upon pickup of prize from location.

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 without further compensation and/or take other actions as Sponsor deems appropriate in its sole discretion without any liability or other obligation to winner.

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

VI. RELEASES: The Sweepstakes is governed by all applicable federal, state and local laws, and by these Official Sweepstakes Rules. By participating, entrants agree to be bound by these Official Sweepstakes 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 Promotion Entities, 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 a 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.

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 Promotion 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 Sweepstakes Rules, and the remainder of these Official Sweepstakes 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 Sponsor and their designees 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. Additionally, winners agree that Sponsor may share their names and contact information with third parties, including but not limited to Reliant Stadium, required to administer the Sweepstakes and fulfill the prize.

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 Monster Jam Sweepstakes Winners List, 3310 Bissonnet, Houston, Texas 77005 within sixty (60) days after Sweepstakes end date.