

ABC13'S CIRCUS TICKETS SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY VOID WHERE PROHIBITED BY LAW

ABC13's Circus Tickets Sweepstakes (the "**Sweepstakes**") is a sweepstakes in which three (3) potential prize winner(s) will be randomly selected from all eligible entries as described herein. The prizes available consist of three (3) sets of Family 4 pack tickets to the Saturday, July 20, 2024 7PM performance of 2024 Ringling Bros. and Barnum & Bailey presents *The Greatest Show On Earth* at NRG Stadium, 8825 Kirby Drive, Houston, Texas 77054.

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 ("**Sponsor**"). Feld Entertainment is not a legal sponsor or responsible for the administration of this Sweepstakes.

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 KTRK Television, Inc., American Broadcasting Companies, Inc., Feld Entertainment and any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes or supplying the prizes, 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."

III. HOW AND WHEN TO ENTER:

Starting at 12:01 am Central Time ("**CT**") on Monday, July 1, 2024 and ending at 11:59 pm CT on Sunday, July 14, 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. 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.

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.

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

- **Existing Member:** As a Member, you may enter the Sweepstakes by logging in to 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 <https://disneytermsofuse.com>). Upon becoming a Member and meeting eligibility requirements, you may enter the Sweepstakes by following the instructions.
- 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 Rules.
- During the registration and entry process, you may be asked to consent to receive promotional and marketing emails from Sponsor 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 <https://privacy.thewaltdisneycompany.com> and Feld Entertainment's Privacy Policy, available at <https://www.feldentertainment.com/privacy-policy/>.

LIMIT ONE (1) ENTRY PER PERSON PER DAY DURING THE ENTRY PERIOD, regardless of how many Member accounts person may have. Sponsor can provide no technical support and accepts 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 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 Sponsors' 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 winners 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 from among all eligible entries received during the Entry Period on or about July 15, 2024. Potential winners will be notified on or about July 15, 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, (a) potential winner must provide proof of age, identity and residency, (b) potential winner must 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 or prize 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 to be won. Each prize consists of the following: One (1) Family 4 Pack of tickets to the Saturday, July 20, 2024 7PM performance of 2024 Ringling Bros. and Barnum & Bailey presents *The Greatest Show On Earth* at NRG Stadium, 8825 Kirby Drive, Houston, Texas 77054.

Approximate retail value ("ARV") of each prize is \$140 USD. Total ARV of all prizes is \$420 USD. If the actual value of a 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 a prize in cash. **Prize tickets do not include travel or accommodations.**

NOTE: The prizes are 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 Winner Documents are completed and returned to Sponsor during normal operating hours. Each 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 each winner, who will receive an IRS Form 1099 reflecting the final actual value of any prize valued at \$600 or more. Winners are not entitled to exchange or transfer prizes or to obtain cash or other substitutes, but Sponsor in its sole discretion may substitute prizes or prize elements of equal or greater value. Each winner may be required to 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.

Each winner and their guests must follow all instructions of Sponsor relative to their prize. Failure to do so may result in forfeiture of the prize. Should a winner and/or their 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 prize experience early, in whole or in part, and send winner and their 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 a winner wishes to attend prize-related events with fewer guests than allowed or declines any portion of their prize, such portion of the prize will be forfeited, and winner will not receive any additional compensation.

VI. RELEASES: The Sweepstakes is governed by all applicable federal, state and local laws, and by these Official Rules. 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., Feld Entertainment, 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 a prize.

Winners agree 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 this agreement, its 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, entry materials and any materials collected by Sponsor as part of awarding the prizes 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 Sponsors' 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 Feld Entertainment, required to administer the Sweepstakes and fulfill the prizes.

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 winners, send a self-addressed, stamped envelope to: ABC13 "Circus Tickets Sweepstakes Winners List", 3310 Bissonnet, Houston, Texas 77005 within sixty (60) days after Sweepstakes end date.