

ABC13's Treasure Cruise TV Sweepstakes

OFFICIAL SWEEPSTAKES RULES

NO PURCHASE NECESSARY

ABC13's Treasure Cruise 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 Disney Cruise Line Vacation Package for themselves and up to three (3) guests, 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., licensee of KTRK-TV, 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 of 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, LLC ("**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 Tuesday, January 2nd, 2025, until 11:59 pm CT on Saturday, January 18th, 2025 (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.

How to register: 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 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 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 12:00:01 am CT and ending twenty-four (24) hours later at 11:59:59 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 **January 21st, 2025**. The potential winner will be notified on or about **January 21st, 2025**. 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 will be selected. 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(S):

One (1) Grand Prize:

The Grand Prize consists of a Disney Cruise Line vacation package ("**Vacation Package**") that consists of the following:

- One (1) Seven (7)-night Disney Cruise Line vacation for winner and up to three (3) persons, to be taken aboard the Disney Treasure. The Vacation Package is subject to the conditions set forth below.
- Up to four (4) roundtrip coach airfares (with possible layovers) between the major U.S. gateway airport closest to the winner's residence ("**Departure Airport**") and Orlando International Airport in Orlando, FL ("**Arrival Airport**").
- One (1) standard room with a maximum occupancy of Four (4) persons at a *Walt Disney World*® Resort hotel (hotel selection at the discretion of Disney) for one (1) night prior to the ship's departure.
- Ground transportation for up to Four (4) persons or voucher(s) for local transportation from the Arrival Airport to the hotel, from the hotel to Port Canaveral, and from Port Canaveral to the Arrival Airport (at the discretion of Disney).
- One (1) Seven (7) night cruise on the Disney Treasure for up to Four (4) persons, consisting of:
 - One (1) stateroom aboard the Disney Treasure (location/category at the discretion of Disney) with a maximum occupancy Four (4) people;
 - All meals onboard the Disney Treasure (excluding specialty and fine dining);
 - Pre-paid onboard gratuities for the stateroom host/hostess, dining room server, assistant server, and head server;
 - Taxes, Fees, and Port Expenses (as defined on the Disney Cruise Line website).

Approximate Retail Value ("**ARV**") of the Grand Prize is **\$14,369.12** which includes Taxes, Fees, and Port Expenses (as defined on the Disney Cruise Line website). The actual value of the Vacation Package may vary depending on point of departure and fluctuations of rates and airfares (if applicable). If the actual value of the Vacation Package is less than stated ARV, the difference will not be awarded.

Additional Grand Prize Restrictions:

- Vacation Package must be completed from **January 5, 2025 to January 4, 2026**. If travel is not completed **by January 4, 2026** the prize will be forfeited without compensation of any kind. The Grand Prize winner and up to three (3) guests (each a "**Guest**"; collectively "**Guests**" and together with the winner, the "**Group**") must travel together on the same itinerary, and air transportation must be round-trip from/to the same Departure Airport/Arrival Airport, as chosen by Disney.
- Vacation Package fulfillment and travel are subject to certain restrictions, air travel/flight availability, and certain hotel/room availability at the Resort. The Vacation Package must be booked through a travel agent as designated by Disney at least **forty-five (45) days** prior to the intended travel date. No extensions will be granted. Certain travel and lodging restrictions apply including airline carrier's regulations and conditions. Airline tickets are non-refundable, non-transferable, and are not valid for upgrades. Promoter and Disney are not liable for any expenses incurred as a consequence of flight cancellation/delay.
- No changes will be made to travel details once any element(s) of the travel arrangements have been booked except in Disney's sole discretion. Block-out dates may apply. Vacation dates and accommodations are subject to availability; certain restrictions and block-out dates may apply. Disney reserves the right to change the allowable travel dates, cruise ship or any other component of the Vacation Package, for any reason and in its sole discretion. No substitution of Vacation Package or any elements thereof is allowed, except at Disney's sole discretion. Ports of call, offerings and experiences onboard are subject to change, availability and cancellation without notice.
- Block Out Dates: 01/11/25; 01/18/25; 01/25/25; 02/01/25; 02/08/25; 02/15/25 ; 03/15/25; 03/22/25; 03/29/25; 04/12/25; 05/31/25; 06/07/25; 06/14/25; 06/21/25; 06/28/25; 07/05/25; 07/12/25; 07/19/25; 07/26/25; 08/02/25; 11/22/25; 12/20/25; OR 12/27/25 (Block Out Dates at the discretion of Disney Cruise Line and subject to change)
- Grand Prize winner must be at least the age of majority pursuant to his/her applicable state of residence to enter and win. A Guest under the age of majority must be accompanied by his/her parent/legal guardian who must be at least the age of majority and both will be deemed Guests of the winner (unless the Grand Prize winner is the Guest's parent or legal guardian). Once selected by Grand Prize winner, Guests cannot be changed without the express consent of Disney, which may be withheld for any reason.

- Vacation Package and its components may not be used in conjunction with any other promotion or offer, separated, sold, exchanged or redeemed for cash, traded, transferred, substituted, assigned, or rescheduled to dates other than as set forth above, except in Disney's sole and absolute discretion.
- The Vacation Package will not include the following: transportation from/to winner's residence to/from Departure Airport, airport departure fees; baggage fees; travel insurance; room service; parking fees; laundry service; spa treatments; food; alcoholic beverages; merchandise, souvenirs; incidental expenses; local and long-distance telephone calls; tips, gratuities, service charges, taxes; and all other expenses not explicitly included herein.
- All elements of the Vacation Package must be used by the Group on the same dates during the redemption of the Vacation Package. Any portion of the Vacation Package not accepted or used by winner will be forfeited.
- The Grand Prize winner may not charge any Guest for participating in the prize. Prizes are awarded "as is" with no warranty or guarantee, expressed or implied, being provided by Sponsor or Disney.
- The Grand Prize winner and his/her Guests are responsible for having valid travel documents including government-issued identification and/or passports, as applicable.
- Grand Prize winner is required to have and present a major credit card in good standing upon check-in.
- The Grand Prize 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.
- If the Grand Prize 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 prize or compensation provided to the winner.
- The Grand Prize winner and his/her Guests will be required to execute a liability/publicity release form prior to booking of any travel. Failure to return the executed release form within the specified time period will result in forfeiture of the Vacation Package. Winner acknowledges that he/she is solely responsible for any actions, claims or liabilities of the Group, related to any use or misuse of the prize or any prize-related activity or travel.
- The actual value of the Vacation Package may vary depending on point of departure and seasonal fluctuations of hotel rates and airfares. Any difference between the approximate retail value and the actual cost of the/each Vacation Package will not be awarded.

All aspects of the travel portion of the Prize must be conducted on the dates within the range of options provided by Sponsor, in its sole discretion. Sponsor shall not be responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by the air carriers, hotels and/or other transportation companies or any other persons providing any of these services or accommodations. Sponsor shall not be liable for any loss or damage to baggage.

In the event Grand Prize winner and/or their Guests engage in behavior that (as determined by Sponsor or Disney in their sole discretion) is obnoxious or inappropriate, threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the applicable experience early, in whole or in part, and send Grand Prize winner and/or Guests home with no further compensation.

Prizes are not redeemable for cash or transferable, except to a surviving spouse residing in the same household. No substitutions allowed except, at Sponsor's sole discretion, a prize, or prize element, of equal or greater value may be substituted. Certain prize items are subject to availability and may be substituted by Sponsor for a different item of greater or equal value, in its sole discretion. Gift card/subscriptions are subject to separate terms and conditions imposed by issuer.

Winner shall be solely responsible for any applicable federal, state, and local taxes and/or local laws and regulations, and the reporting consequences thereof, and for any other fees or costs associated with a Prize. Winner will receive an IRS Form 1099 reflecting the final actual value of any Prize valued at \$600 or more and must submit a validly executed IRS Form W-9 to claim Prize.

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, 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 Treasure Cruise TV Sweepstakes, 3310 Bissonnet, Houston, Texas 77005 within sixty (60) days after Sweepstakes end date.

