

WTVD LIVE WITH KELLY AND MARK PALM SPRINGS SWEEPSTAKES 2024 - OFFICIAL RULES

NO PURCHASE NECESSARY

I. NAME OF SPONSOR(S)

WTVD Television, LLC (hereinafter referred to as “**Sponsor**”), 411 Liberty Street, Durham, NC 27701.

II. ELIGIBILITY

The WTVD LIVE with Kelly and Mark Palm Springs Sweepstakes 2024 (the “**Sweepstakes**”) is open only to legal United States residents who reside in the Designated Market Area (“**DMA**”) of Sponsor, as determined by Nielsen Media Research Services, and who are at least eighteen (18) years of age or older. The DMA of WTVD covers the following counties in the states of North Carolina and Virginia: North Carolina – Chatham, Cumberland, Durham, Edgecombe, Franklin, Granville, Halifax, Harnett, Hoke, Johnston, Lee, Moore, Nash, Northampton, Orange, Person, Sampson, Vance, Wake, Warren, Wilson and Wayne counties; Virginia - Mecklenburg County.

Any individuals (including, but not limited to, employees, consultants, independent contractors, and interns) who have, within the past six (6) months, performed services for Sponsor, WABC Television (New York), LLC, licensee of WABC-TV, *LIVE with Kelly & Mark*, other television and radio stations in the DMA, or any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes or supplying a prize, and/or their respective parent, subsidiary, affiliated and successor companies, and immediate family and household members of such individuals, and any person who, within the past ninety (90) days, has been awarded a prize in any sweepstakes conducted by Sponsor, 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 (3) months a year.

III. HOW AND WHEN TO ENTER

Starting on **October 28, 2024** at 6:00am Eastern Time (“**ET**”) and ending on **November 1, 2024** at 12:00pm ET (“**Sweepstakes Period**”) you may enter the Sweepstakes by navigating the Internet to visiting <https://www.abc11.com/> (the “**Website**”), clicking on the Sweepstakes themed image to be redirected to the link to the Sweepstakes entry form.

CLICK 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 THE PRIZE.

Limit one (1) Sweepstakes entry via the method listed above (each an “Entry” and collectively referred to herein as “Entries”) per person during the Sweepstakes Period, regardless of how many Member accounts a person may have (as further described below). Entries remain the property of Sponsor and will not be returned or acknowledged. One (1) Entry per person throughout the duration of the Sweepstakes Period.

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

Existing Member: As a Member, you may enter the Sweepstakes by logging into the Website with your username 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 <http://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 (as described below), 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 ABC and/or other members of the Walt Disney family of companies or the prize provider. 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.

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 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 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.

IV. HOW AND WHEN WINNERS WILL BE SELECTED AND NOTIFIED

At the conclusion of the Sweepstakes Period, one (1) potential winner will be selected via a random drawing from among all eligible Entries received during the Sweepstakes Period. Potential winner will be notified on or around the date of selection by telephone or email at the email address or phone number listed in their Member account profiles. Odds of winning depend on the total number of valid Entries received.

Final determination of the winner is always conditional on verification of eligibility and compliance with these Official Rules and procedures. Failure to respond to the initial verification phone call and/or email within twenty-four (24) hours after initial notification to the 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. Potential winner will be required to complete, sign and return within one (1) business day of transmission, an Affidavit of Eligibility, Release and Indemnification, and a Publicity Release where allowed by law, W-9 Form, if applicable and any other documentation required by Sponsor (collectively, "**Verification Documents**"). If a potential winner does not respond to the initial notification within twenty-four (24) hours as set forth above, if Verification Documents are not returned to Sponsor within the specified time period, if potential winner cannot attend any programming connected with the Sweepstakes on the specified date, if any prize notification or prize is returned as non-deliverable, if potential winner is found to be ineligible or otherwise not in compliance with these Official Rules, or if potential winner cannot or does not accept the prize for any reason, prize may be forfeited and potential winners may be disqualified without compensation of any kind and an alternate winner may be selected in a random drawing (time permitting) from remaining eligible entries received.

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. PRIZE

One (1) Prize is available. The Prize consists of a three (3) day/two (2) night trip for the winner and one (1) guest to Palm Springs, CA to attend a live taping of LIVE with Kelly and Mark in Palm Springs on either November 10, 2024 or November 11, 2024 (date of taping will be at the sole discretion of Sponsor). Prize includes:

- Roundtrip economy-class airfare for two (2) persons (i.e., winner and guest) to/from a major airport near winner's residence and Palm Springs, CA (exact flights, schedule and route to be determined by Sponsor, in its sole discretion).
- Two (2) nights standard hotel accommodations (single room/double occupancy);

- Two (2) VIP seats at a live taping of LIVE with Kelly and Mark on either November 10, 2024 or November 11, 2024 (date of taping will be at the sole discretion of Sponsor);
- Round trip pre-tipped car service to/from Palm Springs area airport and hotel; and
- A \$250 prepaid gift card which may be used for incidentals.

Travel must be completed on dates determined by Sponsor. Winner and guest must travel on the same itinerary.

Approximate retail value (“ARV”) of Prize = \$4,000. Final actual value of Prize will be determined at the time of booking and travel may be substantially more or less depending on point of departure, dates of travel and ticket availability. Some restrictions apply. Airline tickets issued in conjunction with the Prize may not be eligible for frequent flyer miles, and no code share flights may be used. Sponsor reserves the right to structure travel route, on a Sponsor-selected carrier for air travel from a major airport near winner’s residence, in its sole discretion. 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.

By entering, each entrant understands and agrees that, if selected as a potential winner, such entrant and their guest may be required to consent to a background check; and, failure to sign such consents and authorizations and/or to furnish all required information will result in disqualification. In addition, Sponsor reserves the right in their sole discretion, to disqualify a potential winner if the results of such background check reveal that such potential winner is not eligible to participate in the Sweepstakes or has been convicted of a felony or a crime of moral turpitude, as determined by Sponsor in their sole discretion.

Guest must sign a Liability and Publicity Release prior to travel. Winner must travel with their guest on the same itinerary. Winner and guest must possess all required travel documents, including a valid photo ID. In the event winner’s guest is a minor, winner must be the parent/legal guardian of such guest. Guest must be ten (10) years of age or older. If winner elects to travel without a guest, no additional compensation will be awarded. Winner is solely responsible for all costs and expenses not specified herein as being awarded, including, but not limited to, meals, tips, hotel incidentals, souvenirs, excursions and additional ground transportation. In the event the prize winner is able to participate in the trip during the mutually agreed upon dates but the taping of LIVE with Kelly and Mark (which has no retail value) does not or cannot take place as scheduled or at all, for reasons including but not limited to scheduling conflicts, cancellations, postponement, or for any other reason, then the Sponsor reserves the right to award the remainder of the prize with no further obligation to the winner.

ARV may vary depending upon points of departure and destination and fare fluctuations. Winner will not receive cash or any other form of compensation if actual travel costs are less than the prize ARV in these Official Rules. Sponsor reserves the right to structure the travel route and select hotels in its sole discretion. The winner may be required to provide a credit card at the time of hotel check-in.

In the event winner and/or their guest engage in behavior that (as determined by Sponsor in Sponsor’s 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 winner and/or guest 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 this Sweepstakes and accepting any prize that they may win, entrants agree to release Sponsor, ABC Holding Company, Inc., WABC Television (New York), LLC, licensee of WABC-TV, *LIVE with Kelly & Mark*, their 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 this Sweepstakes and/or acceptance or use of the prizes, including, but not limited to, potential exposure to COVID-19 while attending the Prize event.

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.

Entrants authorize the Released Parties to use their name, voice, likeness, biographical data, city and state of residence and entry materials in programming or promotional material, 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 Sweepstakes as originally planned.

These Official Rules will be posted on <https://abc11.com/> for at least thirty (30) days after winner(s) are notified or announced.