

# Weather Master – ABC 11 Everyday Hero Contest - Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN.**

## **I. Sponsor and Prize Provider**

The Weather Master – ABC 11 Everyday Hero Contest (the “**Contest**”) is sponsored by WTVD Television, LLC (“**WTVD**” or “**ABC 11**”) (hereinafter, the “**Sponsor**”). Prize provided by Weather Master Heating & Air Conditioning (the “**Prize Provider**”).

## **II. Eligibility**

The individual nominated to receive the Grand Prize (each, a “**Nominee**”) must be either: (i) an active member of the U.S. military, (ii) an Eligible Veteran (as defined herein) of the U.S. military (with a valid Military ID or DD214 as proof of service), (iii) an Educator (as defined herein), or (iv) a First Responder (as defined herein), who is a legal resident of the United States, twenty-one (21) years or older at the time of entry, and are homeowners living in a residence with an existing forced hot air, central HVAC system (including ductwork) located in the State of North Carolina (the “**Residence**”) within the Prize Provider’s Serviceable Area (as defined herein). The “**Serviceable Area**” includes the following counties: Wake, Durham, Granville, Chatham, and Johnston County (to determine whether Nominee lives in a Residence within the Serviceable Area, please visit [www.weathermasterhvac.com](http://www.weathermasterhvac.com)). “**Eligible Veterans**” means those persons who have served for the full period in which they were called and were honorably discharged, or those that were discharged early for a service-connected disability and can verify their Veteran status. “**Educator**” includes teachers and/or professors at any level of academic institution (with current W2, pay stub or employment verification). “**First Responders**” include law enforcement officers, including state troopers, deputies, security officers, school resource officers, as well as paramedics, emergency medical technicians, firefighters, health care and rescuers (with current W2, pay stub or employment verification).

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, American Broadcasting Companies, Inc., or any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest or supplying the Grand Prize (including Prize Provider), and their respective parent, subsidiary, affiliated and successor companies, and immediate family and household members of such individuals, are not eligible to enter the Contest or win the Grand Prize. "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.

For the avoidance of doubt, a Contest entrant may nominate him or herself.

Note: Nominees shall only be eligible to receive the Grand Prize if their Residence is compliant with certain requirements, as determined by Prize Provider, which are necessary in order to have the Grand Prize installed. For all inquiries regarding Residence requirements, please visit [weathermasterhvac.com](http://weathermasterhvac.com) for Prize Provider’s contact information.

**Contest Entry Period:** The Contest entry period begins **12:00 am** (midnight) Eastern Time (“**ET**”) on **Monday, March 29, 2021** and ends at **11:59 pm ET** on **Sunday, April 25, 2021** (the “**Entry Period**”). Sponsor’s computer is the official clock for this Contest.

## **III. How to Enter**

During the Entry Period, entries to this Contest may be submitted at the website <https://abc11.com/10422968> (the “Contest Site”). There you will find instructions on the appropriate and acceptable file formats and sizes for submitting your Contest entry materials electronically.

All Entries must include one (1) Video or Essay component, as further described below:

**VIDEO:** Create and submit one (1) video of up to sixty seconds (:60) in length telling us why the Nominee is an “everyday hero” who deserves to win a brand new heating, ventilation and air conditioning system for his/her Residence (“**Video**”). The Video may include other people, but each person depicted must consent to the use of his/her likeness in these Contest entry materials. Minors must have permission from a parent or legal guardian to appear in the Video.

**ESSAY:** Compose one (1) essay, of up to one hundred (100) words in length, telling us why the Nominee is an “everyday hero” who deserves to win a brand new heating, ventilation and air conditioning system for his/her Residence (“**Essay**”)

Videos and Essays must be in English. A properly-submitted Video or Essay and official Contest entry form shall constitute a valid “**Entry**” into the Contest. Limit one (1) Entry per person, regardless of how many email addresses a person might have.

**NOTE: Multiple entrants may nominate the Nominee, however, no entrant may submit the same (or substantially the same) Video and/or Essay materials.** Therefore, if multiple entrants each wish to nominate the same person for this Contest separately, each entrant’s Video/Essay must be separate and distinct.

Sponsor, in its sole discretion, may disqualify any Entry that is deemed duplicative, inappropriate, illegal or offensive, or otherwise not considered a valid Entry, and such disqualified entries will not be eligible to win the Grand Prize.

By entering this Contest, you warrant and represent that your Entry and all of the materials submitted by you (i.e., Video, Essay) are truthful and original to you (and not based on or derived from any other materials), that you own all necessary rights in and to the Video and/or Essay, which are fully transferable, and that you are not subject to any agreement which would interfere with your ability to grant all of the rights to be provided hereunder. Accordingly, you further warrant and represent that: 1) you have the right to enter into the Contest and grant the rights hereunder without the need for permission from or payment to any other party; and 2) the exercise of the rights set forth in these Official Rules by Sponsors will not violate any third-party rights and will not violate any contractual obligations or confidential relationships which you may have to or with any third party. Video should not contain any third-party logos, brands, products, trademarks or copyrighted material or you may risk disqualification. This means that no one in the Video should wear any clothing or hats containing third party logos or trademarks.

Entry materials may not be submitted in any other contest or promotion.

Upon submission of all the required Entry materials, you will receive one (1) Entry into the Contest. Unless the Nominee has been deemed a Finalist (as defined below), you and/or the Nominee will not receive a further acknowledgement, and your Entry materials will not be returned. Free internet access is available at most public libraries. Entries remain the property of Sponsor.

All Entries must be submitted in compliance with these Official Rules, and all incomplete Entries will be disqualified. Proof of entering information at the Contest Site or registration form is not considered proof of delivery to or receipt by Sponsor of such Entry. Personal information collected in connection with this

Contest will be used in accordance with Sponsor's privacy policy, available at <http://corporate.disney.go.com/corporate/pp.html>.

Sponsor can provide no technical support and accepts no responsibility for insuring 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 Contest 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 Contest, 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 Contest. 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 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/uploading any materials from this Contest. 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 located at <http://disneyprivacycenter.com/>.

#### **IV. Winner Selection and Notification**

**Judging Procedure, Notification and Finalists Judging:** Eligible Entries will be judged by staff designated by Sponsor. The judges will evaluate eligible Entries on the basis of: a) creativity (25%); b) overall quality of the Entry materials (25%); and c) compelling nature of Nominee's story (50%). The three (3) Entries with the highest scores, as determined by the Judges, shall be deemed "**Finalists**", and each Finalist shall be contacted by Sponsor and/or Prize Provider in order to conduct a Home Inspection (as further described below) in order to verify that said Finalist's Residence is eligible to receive the Grand Prize. Decisions of the judges are final as to all Contest-related matters, including, without limitation, in case of a tie. As part of the judging process, judges may contact Nominees to request additional information in assessing if Nominee's Residence is eligible for Grand Prize installation.

Notification to Nominees if they have been selected as a Finalist shall be no later than **April 25, 2021**. Sponsor shall attempt to notify potential Finalists via the contact information provided with the submitted Entry materials. Failure to respond within twenty-four (24) hours after initial notification message to a potential Finalist or return of the notification as undeliverable after two (2) attempts may result in disqualification and the selection of an alternate Finalist. Potential Finalists will be required to complete, sign and return within the time period set forth by Sponsor and/or Prize Provider, 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 and/or Prize provider (collectively, "**Verification Documents**").

In the event that a selected Finalist's Entry is deemed ineligible, fails to comply with Contest procedures, such Nominee is not available to participate in the Home Inspection during specified dates, or does not respond to Sponsor's notification that he/she has been selected as a Finalist within twenty-four (24) hours after the initial notification phone call or email, then such Nominee shall be disqualified, any opportunity to be a Finalist will be forfeited, and another Nominee may be selected to be a Finalist, time permitting.

**Home Inspection:** Finalists must be available to have a Home Inspection conducted at his/her Residence by representatives of Prize Provider on or about **April 26 through May 19, 2021**. During the scheduled “**Home Inspection**”, Prize Provider shall conduct a walk-through of Nominee’s Residence to determine if Residence contains an existing forced hot air, central heating, ventilation and air conditioning system (including ductwork) and if Residence is compliant with current electric circuitry and building codes. If a Finalist cannot or will not make Residence available for the Home Inspection on the specified dates, or if Residence is determined by Prize Provider to be ineligible to have the Grand Prize installed (at Prize Provider’s sole determination and discretion), such Finalist will forfeit his or her spot in the Contest and Sponsor may select an alternate Finalist (time permitting), in its sole discretion.

NOTE: By consenting to the Home Inspection and/or receiving the Grand Prize, each Finalist acknowledges and agrees to comply with any and all safety precautions requested by Prize Provider, including, but not limited to, social distancing measures and the proper wearing of face masks while representatives of Prize Provider are in or around the Residence. Prize Provider reserves the right, in its sole discretion, to terminate the Home Inspection and/or withdraw the installation of the Grand Prize if requested safety measures are not followed. For any and all questions regarding health and safety measures relating to the Home Inspection and/or Grand Prize installation, please contact Prize Provider (contact information available at weathermasterhvac.com).

In the event that multiple Finalist Residences are eligible to have the Grand Prize installed, Sponsor shall select the Grand Prize winner via random drawing from those eligible Finalists. **Grand Prize winner shall be notified no later than May 10, 2021.**

Home Inspections and the Grand Prize are subject to availability. Sponsor and Prize Provider are not responsible for cancellation or preemption of the Home Inspection, Grand Prize installation or for other circumstances that make it impractical or impossible to fulfill these elements of the Contest, including, without limitation, restrictions related to preventing the spread of COVID-19. If, for whatever reason, a Home Inspection or the Grand Prize installation must be cancelled or rescheduled, no compensation will be paid in lieu of any such cancellation or rescheduling.

## **V. Grand Prize**

One (1) Grand Prize winner, upon proper verification, will receive a Lennox Heating and/or Cooling System at his/her Residence, including full installation (does include permits) and, if compatible, a NEST Thermostat (collectively, the “**Grand Prize**”).

Approximate retail value (“**ARV**”) of Grand Prize: ARV \$8000 - \$25,000.

If actual retail value of the Grand Prize is lower than the stated ARV when prize is procured and fulfilled, then the difference will not be awarded. Installation of the Grand Prize to take place before June 30, 2021, or as otherwise determined by Prize Provider, in its sole discretion. ***Residence owner must be present during the entire installation (and at all times when a Prize Provider representative is on-site).***

All expenses not specifically provided for herein are the winner’s sole responsibility. Some restrictions may apply. Winner is not entitled to exchange or transfer prizes or to obtain cash or other substitutes, but Sponsor and/or Prize Provider, in their sole discretion, may substitute a prize of equal or greater value. 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 must submit a valid, executed IRS form W-9 to receive prize.

Grand Prize is subject to availability. Sponsor and/or Prize Provider are not responsible for the preemption of installation or for other circumstances that make it impractical or impossible to fulfill this element of the Grand Prize. If it becomes impractical or impossible to fulfill any element of the Grand Prize, Sponsor and/or Prize Provider's only obligation will be to provide the remainder, if any, of the prize.

## **VI. Releases**

By participating, entrants and/or Nominees agree to be bound by these Official Rules and the decisions of the Sponsor and Prize Provider, which shall be final in all respects. By entering the Contest, entrants and/or Nominees agree to execute any and all paperwork requested by Sponsor and/or Prize Provider— which may include, but is not limited to, a background check prior to any online or on-air appearance of Nominee or related Entry submission materials. Entry materials (i.e., Essay/Video) will become the sole property of Sponsor, which may reprint, license, assign or otherwise exploit the Entry in any manner, in any media in perpetuity, without any further obligation or compensation to the entrant/Nominee or any third party. Finalists and Winner may be required to sign and return an affidavit of eligibility, release and indemnification within forty-eight (48) hours of notification of selection by Sponsor. By participating in this Contest and/or accepting any prize that they may win, entrants and Nominees agree to release WTVD Television, LLC, American Broadcasting Companies, Inc., Weather Master, 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 this Contest and/or the Home Inspection, and/or acceptance or use of the Grand Prize.

Grand Prize Winner agrees that Sponsor has not made, nor shall be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Grand Prize, including, but not limited to, its quality, mechanical condition or fitness for a particular purpose. Any and all warranties and/or guarantees on the Grand Prize, if any, are subject to the Prize Provider's terms and therefore the Grand Prize Winner agrees to look solely to Prize Provider for any such warranty and/or guarantee.

Entrants and/or Nominees 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 in any and all media currently in existence or hereafter created, 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.

Entrants and Nominees acknowledge that such materials may be included and/or discussed in a broadcast, that such discussion may include statements or opinions by the broadcast talent or others about the entrants or Nominees, their appearances and/or the Entry materials, and that those statements and opinions may be considered surprising, humiliating, embarrassing, derogatory, defamatory or otherwise offensive or injurious to them, Sponsor and/or Prize Provider's employees, the studio or at-home audience and/or other third parties. Entrants and Nominees release the Released Parties from any actions, claims, injury, loss or damage allegedly caused, directly or indirectly, by any such statements or opinions made during a broadcast.

Winner may be announced on-air on WTVD and/or online on Contest Site and/or Sponsor and/or Prize Provider's social media accounts, and Sponsor may make recordings of the Winner receiving the Grand Prize, which recordings may appear on-air on WTVD and/or online on Contest Site and/or Sponsor and/or

Prize Provider's social media accounts. Any announcement or appearance on-air or online is subject to availability.

In the sole discretion of Sponsor, submitted Entry Videos may be featured in videotaped and/or live broadcast segments on WTVD and/or online on Contest Site and/or Sponsor's social media accounts, or may be used in connection with the marketing and advertising of the Contest or Sponsor and/or Prize Provider by any means or method whether now known or hereafter devised and in all media, including, but not limited to, online or social media, worldwide in perpetuity. If featured or used, Sponsor reserves the right to edit any submission materials in their sole discretion.

To claim Grand Prize: (a) Winner must provide proof of age, military and/or employment status (subject to the eligibility requirements listed above), identity, and residency and (b) Winner must sign and return affidavit of eligibility/compliance with these Contest Rules, publicity/liability release and indemnification within the time period specified by Sponsor.

## **VII. Miscellaneous; Winner Posting**

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 Contest 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.

Official Rules will be posted on <https://abc11.com/rules-winners/>; the name of the Winner may be obtained by sending a self-addressed to Weather Master – ABC 11 Everyday Hero Contest, 411 Liberty St, Durham NC 27701.