

## ABC11 and DPAC Truist Broadway New York Trip Tune-in-to-Win Sweepstakes

### OFFICIAL RULES

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE ONE'S CHANCES OF WINNING. VOID WHERE PROHIBITED.**

**I. SPONSOR:** WTVD Television, LLC, 411 Liberty Street, Durham, NC 27701 ("**Sponsor**"). Durham Performing Arts Center (DPAC), 123 Vivian Street, Durham, NC 27701 ("**Prize Provider**")

**II. SWEEPSTAKES PERIOD:** The ABC11 and DPAC Truist Broadway New York Trip Tune-in-to-Win Sweepstakes (the "**Sweepstakes**") begins on or about **Sunday, March 12, 2022 at 7pm** Eastern Time ("**ET**") and ends on **Thursday, March 31, 2022 at 11:59 pm ET** (the "**Sweepstakes Period**").

**III. ELIGIBILITY:** Only legal U.S. residents who are twenty-one (21) years of age or older at the time of entry and reside in the WTVD-TV Designated Market Area as determined by Nielsen Media Research Services (the "**DMA**") are eligible to enter. The DMA 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. Employees of Sponsor, Prize provider, and any organizations responsible for sponsoring, fulfilling, or administering the Sweepstakes or supplying the prizes, and each of their respective parent, subsidiary, related and affiliated companies, and the immediate family and household members of all such foregoing individuals, are not eligible to enter or win. "Immediate family members" shall mean parents, stepparents, children, stepchildren, siblings, stepsiblings, or spouses, regardless of where they live. "Household members" shall mean people who share the same residence at least three (3) months a year, whether related or not. Potential winner may be required to provide proof of eligibility prior to prize award. Subject to all applicable federal, state, local, and municipal laws and regulations.

#### **IV. HOW TO ENTER:**

Viewers should watch ABC11 **Sunday, March 12, 2022 at 7pm**. There will be a "**Secret Word**" that will appear onscreen during the DPAC Season Special show throughout the broadcast on the Sunday, March 12, 2022 airing.

Viewers can enter the Secret Word on the official ABC11 website ([www.abc11.com](http://www.abc11.com)) (the "**Website**") for a chance to win. Once entrants have navigated the Internet to the Website homepage, locate the Sweepstakes-themed graphic and click on it to be directed to the official Sweepstakes entry page. Entrants may also navigate to the entry page directly, by visiting <https://abc11.com/rules-winners>. Entrants will receive one (1) "Entry" into the Sweepstakes with the submission of the correct Secret Word (correctly-spelled) during the Sweepstakes Period. Entries can be submitted anytime during the Sweepstakes Period, March 12 from 7 pm ET through Thursday, March 31, 2022 at 11:59 pm ET.

Entries may be received through the Website via mobile device, and therefore message and data rates may apply. To enter the Sweepstakes, you must be a registered Member of OneID ("**Member**").

**Existing Members:** As a Member, you may enter the Sweepstakes by logging in to the OneID iFrame with your user name or email address and password and following the entry instructions. If you log into 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-Members:** If you are not a Member, you may become a Member free of charge by providing the requested information on the registration form through the "sign up" or similar section on the entry form. 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, 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 ABC 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](http://www.disneyprivacycenter.com).

During the entry process, you may be asked to “like” Sponsor’s Facebook page. Consenting to “like” Sponsor’s Facebook page is optional and does not improve your chances of winning.

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 GRAND PRIZE.

**Limit one (1) entry per person during the Sweepstakes Period, regardless of the number of email addresses or Member accounts a person may have.** All Entries must be received by 11:59 pm ET on March 31, 2022. Proof of entering information on the entry form is not considered proof of delivery or receipt of such Entry. Personal information collected in connection with this Sweepstakes will be treated in accordance with Sponsor’s Privacy Policy, available at <http://disneyprivacycenter.com/>.

Mass Entries or Entries generated by a script, macro or use of automated methods will be disqualified. 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, modify or suspend the Sweepstakes. 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. Sponsor is not responsible for failed, partial, delayed or garbled computer transmissions, or for technical failures of any kind in connection with entries or the entry process, including, but not limited to, electronic malfunction or damage of any network, hardware or software. In the event of a dispute over an electronic Entry, prize will be awarded to the authorized subscriber of the email address listed on the Member account, not the name on the entry form.

## **V. WINNER SELECTION AND NOTIFICATION;**

One (1) potential winner will be selected at random from all the eligible Entries (including the correctly-spelled Secret Word) received during the Sweepstakes Period. A random drawing will be conducted by the Sponsor and a potential winner will be selected and notified on or about **Monday, April 4, 2022**. Odds of winning a prize depends on total number of eligible Entries received during the Sweepstakes Period.

Potential Winner will be contacted by the phone number and/or email listed on the Member account. Failure to respond to the initial verification phone call and/or email within forty-eight (48) hours after initial notification to the potential winner or return of the email notification as undeliverable after two (2) attempts will result in disqualification and selection of an alternate winner. Potential winner will be required to complete, sign and return within two (2) business days of transmission, an Affidavit of Eligibility, Release and Indemnification, and a Publicity Release where allowed by law, W-9 Form and any other documentation required by Sponsor (collectively, “**Verification Documents**”). If potential winner does not respond to the initial notification within forty-eight (48) hours as set forth above, if Verification Documents are not returned to Sponsor within the specified time period, if potential winner cannot attend the Prize trip on the designated dates, 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 winner will 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 transmitting 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.

## **VI. PRIZE:**

One (1) winner ("**Winner**") will receive a vacation package including the following (collectively, the "**Grand Prize**"):

- Delta Airlines Roundtrip economy-class airfare for two (2) persons (i.e., Winner and guest) to/from a major airport near Winner's residence and New York City (exact flights, schedule and route to be determined by Sponsor, in its sole discretion).
- A \$200 VISA Gift card to cover Double-occupancy (i.e., one (1) hotel room with a maximum occupancy of two (2) persons) hotel accommodations for one (1) night at a hotel of the winner's choice (exact hotel to be determined by winner, in its sole discretion);
- One (1) pair of tickets to a current Broadway show at a Truist Nederlander Theatre. The eligible Theatres are: Brooks Atkinson Theatre - SIX, Gershwin Theatre-WICKED, Lunt-Fontanne Theatre-TINA, Marquis Theatre-BEETLEJUICE, Minskoff Theatre-THE LION KING, and Neil Simon Theatre-MJ THE MUSICAL. Winner has the option to select any show from the above list of shows June 1 – December 31, 2022 from the Nederlander Theatre organization (tickets subject to availability). Winner must plan their trip by Wednesday June 1, 2022.

**Travel must be complete by Sunday, January 1, 2023. Winner and guest must travel on the same itinerary.**

Approximate retail value ("**ARV**") of Grand Prize = \$1,300: Final actual value of Grand Prize trip 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 Grand Prize are not eligible for frequent flyer miles, and no code share flights may be used. Sponsor and Prize Provider reserve 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 Grand Prize must be conducted on the dates within the range of options provided by Sponsor/Prize Provider, in their 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.

Winner must travel with his/her guest on the same itinerary, or prize will be forfeited and, at Sponsor discretion, awarded to an alternate winner, time permitting. Travel and lodging are subject to availability, certain travel restrictions, blackout dates and Sponsor approval apply. 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. 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.

No cash alternative or Grand Prize substitutions will be allowed, except Sponsor reserves the right to substitute the Prize or portions thereof of equal or greater value if a prize listed or any portion thereof is unavailable for any reason.

**All federal, state and/or local taxes are the sole responsibility of the Winner, who will receive an IRS Form 1099 reflecting the actual final retail value of the Grand Prize valued at \$600 or more.**

Grand Prize is subject to availability. Sponsor is not responsible for the cancellation or preemption of a show/event or for other circumstances that make it impractical or impossible to fulfill this element of the Grand Prize. This element of the Grand Prize has no ARV, and if it becomes impractical or impossible to fulfill this element, Sponsor's only obligation will be to provide the remainder, if any, of the Grand Prize.

In the event Winner and/or 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.

**VII. RELEASES AND LIMITATION OF LIABILITY:** By participating in this Sweepstakes, each entrant agrees: (a) to be bound by these Official Rules and the decisions of the Sponsor, which shall be final in all respects; and (b) to release, discharge and hold harmless Sponsor, Prize Provider, and their respective parent, subsidiary, related, affiliated and successor entities, and 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 Grand Prize.

By accepting the Grand Prize, Winner grants Sponsor and its designees a right to use their name, voice, likeness, biographical data, city and state of residence and entry materials 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.

Any information provided by entrants in connection with the Sweepstakes is being provided to Sponsor. You are providing your information to Sponsor.

Neither Sponsor nor the Released Parties will have any liability whatsoever for any injuries, losses or damages of any kind, including but not limited to personal injury or death, resulting from acceptance or participation in prize-related activities.

Winner acknowledges that neither Sponsor nor its agents have 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 and all warranties and/or guarantees on a prize, if any, are subject to the Prize Provider's terms, therefore, Winner agrees to look solely to such Prize Provider for any such warranty and/or guarantee.

**VIII. DISPUTES; ARBITRATION/CHOICE OF LAW:** Except where prohibited, entrants agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, or the determination of the Winner, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Rules of the American Arbitration Association, then effective; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waive 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 otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and/or Released Parties in connection with the Sweepstakes, shall

be governed by, and construed in accordance with, the laws of the State of North Carolina, without regard for conflicts of law doctrine of North Carolina or any other jurisdiction, and all proceedings shall take place in the County of Durham, NC.

**IX. WINNER'S LIST:** Winner's name and these Official Rules will be posted on [abc11.com](http://abc11.com) for sixty (60) days after the Sweepstakes Period.