

ABC11 Fred Astaire Dance Studios' Dance Lesson and tickets to Dancing with the Stars Live 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 and PRIZE PROVIDER

The ABC11 Fred Astaire Dance Studios' Dance Lesson and tickets to Dancing with the Stars Live Sweepstakes ("**Sweepstakes**") sponsored by WTVD Television, LLC, 411 Liberty Street, Durham, NC 27701, ("ABC11" or "Sponsor") and by Fred Astaire Dance Studios of Durham, Chapel Hill and Raleigh ("**Prize Provider**").

II. SWEEPSTAKES PERIOD

The Sweepstakes begins on or about **Monday, January 31, 2022 at 12:00am Eastern Time ("ET")** and ends on **Sunday, February 13, 2022 at 11:59 pm ET** (the "**Sweepstakes Period**").

III. ELIGIBILITY

Only legal United States residents who are eighteen (18) 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 ("**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, officers and directors of Sponsor, Prize Provider or any other organizations responsible for sponsoring, fulfilling, administering the Sweepstakes or supplying the prizes, and each of their respective parent, subsidiary, related and affiliated companies, as well as persons involved in the production, 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 being awarded any prize. Subject to all applicable federal, state, local, and municipal laws and regulations.

IV. HOW AND WHEN TO ENTER

To enter the Sweepstakes, entrants must navigate the Internet to the www.abc11.com website, and locate the Sweepstakes-themed graphic on the homepage. By clicking on the Sweepstakes graphic, entrants will be directed to the Sweepstakes entry page. Alternatively, entrants may navigate the Internet directly to abc11.com/11491388 to enter.

To enter the Sweepstakes, you must be a registered member of Disney/ABC/ESPN ("**Member**"), which is administered by One ID.

Existing Member: As a Member, you may enter the Sweepstakes by logging into your Member account, with your user name or email address and password, and following the entry instructions. If you login into your account using Facebook, you will be asked to allow Facebook's "Basic App Permissions," which is required in order to login to your account and participate in the Sweepstakes.

Non-Member: If you are not a Member, you may create a Member account, free of charge, by following the registration prompts and providing the requested information, such as Name, Mailing Address, Phone Number and Email Address on the registration form through the "sign up" or similar section on the registration/login screen. 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.

NOTE: During the registration and entry process, you may be asked to consent to receive promotional and marketing emails from the sponsor, ABC, ESPN 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/en/current-privacy-policy/>. 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.

By clicking the check box next to the statement: "I have read and accept these Official Rules," and the submit button, you signify that you have read and agree to these Official Rules and meet the eligibility requirements. If you do not check the box indicating your confirmation of and agreement to the above, then you will not be entered in the Sweepstakes and cannot win a prize.

Limit one (1) entry per person per day during the Sweepstakes Period, regardless of the number of email addresses or Member accounts a person may have. For the purposes of this Sweepstakes, a "day" is defined as beginning at 12:01 am ET and ending 11:59 pm ET the same day. Entries for any weekday can be submitted online from 12:01 am ET to 11:59 pm ET. **All entries must be received by 11:59 pm ET on Sunday, February 13, 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 <https://privacy.thewaltdisneycompany.com/en/current-privacy-policy/>.

If a mobile device is used to enter the Sweepstakes, standard data charges may apply. Consult your carrier.

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. 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 account, not the name on the entry form.

V. HOW AND WHEN WINNERS WILL BE SELECTED AND NOTIFIED

Two (2) potential "**Winners**" will be selected via a random drawing from among all eligible entries received during the Sweepstakes Period. Potential First Winner's name will be drawn after the entry deadline at 11:59 pm ET on February 13, 2022. **Odds of winning a prize depends on total number of eligible entries received during the Sweepstakes Period.**

PRIZE DRAWING & NOTIFICATION: On or about **Monday, February 14, 2022 4:00 pm ET.**

The potential Winners will be contacted by the email listed on their Member account. Failure to respond to the initial email within forty-eight (48) hours after initial notification to the potential Winners or return of the email notification as undeliverable after two (2) attempts will result in disqualification and award of the prize to 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 a 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 use a prize (as defined below) on the designated dates, if any prize notification or prize is returned as non-deliverable, if a potential Winner is found to be ineligible or otherwise not in compliance with these Official Rules, or if a potential Winner cannot or does not accept the prize for any reason, prize may be forfeited and such 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 email listed in the Member account, as long as such person is otherwise eligible in accordance with these Official Rules. "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.

Final determination of the Winner is always conditional on verification of eligibility and compliance with these Official Rules and procedures.

VI. GRAND PRIZE

One (1) First Prize is available consisting of one (1) gift certificate worth Five Hundred Dollars (\$500) for dance lessons from Fred Astaire Dance Studios of Durham, Chapel Hill, Apex and Raleigh (the **First Prize**) and two (2) tickets to Dancing with the Stars Live, Sunday, February 27, 2022, 8pm at the Duke Energy Center, Raleigh Memorial Auditorium, 2 East South Street, Raleigh, NC 27511. The approximate retail value ("ARV") of the First Prize is \$700. One (1) Second Prize is available consisting of one (1) gift certificate worth Two Hundred Fifty Dollars (\$250) for dance less from Fred Astaire Dance Studios of Durham, Chapel Hill, Apex and Raleigh (the Prize) and two tickets to Dancing with the Stars Live, Sunday February 27, 2022, 8pm at the Duke Energy Center-Raleigh Memorial Auditorium , 2 E South Street, Raleigh, NC 27511. The ARV of the Second Prize is \$450 For more details on the locations, lessons offered, prices, and other Prize-related questions, please visit . <https://www.fredastaire.com/>.

The total ARV of all prizes available in this Sweepstakes is **\$1,150.00**. Under no circumstances will a Winner receive cash.

All expenses not specifically provided for herein are the Winner's sole responsibility, including, but not limited to: shoes and other equipment/attire, transportation, or lesson costs in excess of the gift certificate value. Some restrictions may apply. Gift cards may be subject to separate terms and conditions imposed by issuer.

Prize is subject to availability. Sponsor is not responsible for cancellation or preemption of classes, due to COVID-19 or otherwise, or for other circumstances that make it impractical or impossible to fulfill an element of the Prize. No cash alternative or substitutions will be allowed, except Sponsor reserves the right to substitute the Prize or portions thereof of equal or greater value if a Prize element listed is unavailable for any reason.

Sponsor will not replace any lost, mutilated or stolen gift certificates. Prize cannot be used in conjunction with any other promotion or offer. Winner shall be solely responsible for any applicable federal, state,

provincial, local taxes and/or local laws and regulations, and the reporting consequences thereof, and for any other fees or costs associated with the 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.

In the event a Winner and/or a guest engage in behavior that (as determined by Sponsor in Sponsor's sole discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to Prize benefits, in whole or in part, and send such Winner home with no further compensation.

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, Prize Provider, 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 Sweepstakes and/or acceptance or use of the Prize.

Winners agrees 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 the Prize. Any and all warranties and/or guarantees on a prize, if any, are subject to the Prize Provider's terms and therefore Winners agrees to look solely to Prize Provider for any such warranty and/or guarantee.

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 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.

Name of the Winner and these Official Rules will be posted on <https://abc11.com/rules-winners/> for at least thirty (30) days after Winners are confirmed.