

ABC11 Carolina Hurricanes Fan Fest Giveaway 2023

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.

I. SPONSOR and PRIZE PROVIDER: WTVD Television, LLC, 411 Liberty Street, Durham, NC 27701 (“Sponsor”).

II. SWEEPSTAKES PERIOD: ABC11’s Carolina Hurricanes Fan Fest Giveaway 2023 (the “Sweepstakes”) begins on or about **Friday, February 17, 2023 at 11:00am Eastern Time (“ET”)** and ends on **Friday, February 17, 2023 at 9:00pm ET** (the “Sweepstakes Period”).

III. ELIGIBILITY: Only legal U.S. 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 of Sponsor, or any other organizations responsible for sponsoring, fulfilling, or 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, step-siblings, 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 TO ENTER: During the Sweepstakes Period, visit the ABC11 Photo Booth located in front of the Raleigh Eyewitness News Studio located at 319 Fayetteville Street, Suite 107, Raleigh NC, 27601, locate the available entry forms, follow all instructions to complete the entry form and place it in the entry box provided.

Limit one (1) entry per person during the Sweepstakes Period. All entries must be received by 9:00pm ET on February 17, 2023.

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/>.

Sponsor can provide no technical support and accepts no responsibility for insuring the receipt of 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 tampering, unauthorized intervention, fraud, 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 lost, late, misdirected, damaged, incomplete, altered, or illegible entries. No photocopied or mechanically reproduced entries accepted. Entrants are subject to all notices posted at the ABC11 Photo Booth.

V. WINNER SELECTION AND NOTIFICATION: One (1) potential winner will be selected via random drawing from among all eligible entries received during the Sweepstakes Period. Random drawing will be conducted by a representative of the Sponsor whose decisions are final. **Odds of winning a prize**

depend on total number of eligible entries received during the Sweepstakes Period. Limit one (1) prize per person and one (1) prize per household for the duration of the Sweepstakes.

DRAWING & NOTIFICATION: Potential winner's name will be drawn on or about Tuesday, February 21, 2023 and potential winner will be notified by Sponsor shortly thereafter.

Sponsor may, in its sole discretion, elect to announce the winner's name on any ABC11 Eyewitness News official account, website or on-air.

Potential winner will be notified by phone or email using information from their entry form. Failure to respond within forty-eight (48) hours after initial notification to the potential winner will result in disqualification and award of the Prize to an alternate winner. Potential winner may 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, if applicable 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 any prize notification 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 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 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.

Final determination of winners is always conditional on verification of eligibility and compliance with all rules and procedures.

VI. PRIZE:

One (1) Prize is available consisting of a Carolina Hurricanes fan package, which includes one (1) authentic Adidas Carolina Hurricanes jersey, and one (1) autographed hockey puck signed by player Seth Jarvis (the "**Prize**"). **ARV: \$260.**

Winner is not entitled to exchange or transfer prizes or to obtain cash or other substitutes, but Sponsor in its sole discretion may substitute prizes of equal or greater value. Prize may be subject to separate terms and conditions imposed by issuer.

All expenses not specifically provided for herein are the winner's sole responsibility. Some restrictions may apply.

Federal, state and local taxes, if any, are the sole responsibility of the winner.

VII. RELEASES AND LIMITATION OF LIABILITY: By participating in this Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of the Sponsor and/or the prize providers, 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, its 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.

Any information provided by entrants in connection with the Sweepstakes is being provided to Sponsor. Winner 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 any prize, including, but not limited to, its quality, mechanical condition or fitness for a particular purpose. Any and all warranties and/or guarantees on a prize, if any, are subject to the manufacturer's terms and therefore winners agree to look solely to such manufacturers 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 winners' 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.

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. MISCELLANEOUS; WINNERS' LIST: 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.

Names of winner and these Official Rules will be posted on abc11.com for at least thirty (30) days after winners are notified or announced.