

ABC11's 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**").

II. SWEEPSTAKES PERIOD: ABC11 and DPAC Truist Broadway New York Trip Tune-in-to-Win Sweepstakes (the "**Sweepstakes**") begins on or about Sunday, February 19, 2023 at 12:30 pm. Eastern Time ("**ET**") and ends on Sunday, February 26, 2023 at 11:59 p.m. 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 are eligible to enter. This area 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, Durham Performing Arts Center (DPAC) ("Prize Provider") or any 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, step-parents, children, step-children, 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 prize award. Subject to all applicable federal, state, local, and municipal laws and regulations.

IV. HOW TO ENTER:

Viewers should watch the DPAC Season Special show on ABC11 **Sunday, February 19, 2023 and Saturday, February 25, 2023** (check local listing for exact times). There will be a Secret Word that will appear on-screen during the broadcast.

Then, during the Sweepstakes Period, viewers can enter the Secret Word on the official ABC11 website 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 (1) one "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.

Entries may be received on ABC11.com via mobile device and therefore message and data rates may apply. To enter the sweepstakes, you must be a registered Member of OneID.

Existing Member: As a Member, you may enter the Sweepstakes by logging in to the OneID iFrame ("**Website**") with your user name ("**User Name**") or email address ("**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 in Section 6 below.

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 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. 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.

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.

Entrants will receive one (1) entry into the Sweepstakes drawing with the submission of a correctly-spelled “SECRET CODE” by the end of the Sweepstakes Period. For example, if hypothetically the ‘SECRET CODE’ is “cat” the entrant has to submit “cat” (correctly spelled) by February 26, 2023 at 11:59 p.m. ET (capitalization need not be exact, but Secret Code must be spelled correctly).

Limit one (1) entry per person every twenty four (24) hours during the Sweepstakes Period, regardless of the number of email addresses or accounts a person may have. All entries must be received by 11:59 p.m. ET on February 26, 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/>.

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 e-mail account, not the name on the entry form.

V. WINNER SELECTION AND NOTIFICATION;

One (1) potential winner will be selected by a representative of Sponsor at random on or about February 27, 2023 from all the eligible entries (eligible entries will have the correct Secret Word) received during the Sweepstakes Period. 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 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, 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) of the following (collectively, the "**Grand Prize**")

- Delta Airline Domestic Round-trip economy-class airfare for two (2) persons (i.e., Winner and guest to/from a major airport near Winner's US residence and New York City (exact flights, schedules and route to be determined by sponsor, in its sole discretion)
- A \$200 Visa Gift card for 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 winner's choice.
- One (1) pair of tickets to one of the following shows at Nederlander Theatre in New York. The eligible shows are "Wicked" at the Gershwin Theatre, "Six" –at the Lena Horne Theatre, "The Lion King" at the Minskoff Theatre or "MJ The Musical" – at the Neil Simon Theatre organization (tickets subject to availability).

Travel must be complete by Monday, January 1, 2024. Winner and guest must travel on the same itinerary. Winner must plan their trip with Sponsor's representative by Monday, May 5, 2023

Approximate retail value ("**ARV**") of Grand Prize = \$1300.

Final actual value of Grand 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 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 their 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

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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, 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 Prize.

By accepting a 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, caused by any prize or resulting from acceptance, possession, use and/or misuse of any prize 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, 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 therefore and winner agrees to look solely to such manufacturers 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 will be posted on abc11.com for 60 days after the Sweepstakes Period.