

**ABC11's Idol Finale Sweepstakes  
OFFICIAL RULES**

**I. NAME OF SPONSOR(S)**

WTVD Television, LLC ("WTVD-TV" or "ABC11"), 411 Liberty Street, Durham, NC 27701 (hereinafter referred to as "Sponsor").

"IDOL" and related indicia: <sup>TM</sup>/© FremantleMedia North America, Inc. & 19 Entertainment 2019.

**II. SWEEPSTAKES PERIOD:**

ABC11's **Idol Finale Sweepstakes** (the "Sweepstakes"), begins on or about April 15, 2019 at 12am Eastern Time ("ET") and ends on April 22, 2019 at 11:59pm 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, 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. Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have, within the past six (6) months, performed services for WTVD Television, LLC and the Sweepstakes administrator, participating stations, stations airing the Show (as defined below), their advertising or promotion agencies, those involved in the production, development, implementation or handling of the Sweepstakes, and any agents acting for the above entities, and their respective parent companies, officers, directors, subsidiaries, affiliates, service providers, prize suppliers, or any other person or entity associated with the Sweepstakes and members of their immediate families (spouses, domestic partners, children, siblings, parents) and/or persons living in the same household as such persons, whether related or not are ineligible to win a prize.

Potential winner will be required to provide proof of eligibility prior to being awarded a prize. Subject to all applicable federal, state, local, and municipal laws and regulations.

**IV. HOW AND WHEN TO ENTER:**

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

During the Sweepstakes Period, the ABC11 app will feature ads specific to the Sweepstakes. Users will tap on the ad, which will redirect them to the Sweepstakes entry page via <https://abc11.tv/2G0t1YM>. The ABC11 app is available on Google Play for Android and the App Store for Apple® devices. Download and use of the ABC11 application requires a mobile device and therefore message and data rates may apply. To enter the Sweepstakes, you must be a registered Member of OneID ("Member").

**Existing Member:** As a Member, you may enter the Sweepstakes by logging in to the OneID iFrame ("**Website**") 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 log into 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, such as Name, Mailing Address, Phone Number and Email Address 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.

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.

**NOTE:** 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 every twenty-four (24) hours during the Sweepstakes Period, regardless of the number of email addresses or accounts a person may have.** For the purposes of this Sweepstakes, a “day” is defined as beginning at 12am ET (midnight) and ending 11:59pm ET the same day, which begins at 9am ET and ends at 11:59pm ET. 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 p.m. ET on April 22nd, 2019. Proof of entering information on the entry form is not considered proof of delivery or receipt of such 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 e-mail account, not the name on the entry form.

Except as otherwise addressed by these rules, and to the extent entrants may otherwise elect at the time of entry, information provided by you for this Sweepstakes is subject to Sponsor’s privacy policy located at <https://disneyprivacycenter.com/privacy-policy-translations/english>.

## **V. HOW AND WHEN WINNERS WILL BE SELECTED AND NOTIFIED**

**Entry Period Date and Times Entry Deadline Drawing** Monday, 4/15/19 to Monday, 4/22/19 daily from 12am ET through 11:59pm ET. Notification on or about 4/23/19.

On or about April 23, 2019, a random drawing will be conducted by the Sponsor and a potential winner (“Winner”) will be selected from among all eligible entries received during the Sweepstakes Period to receive the Grand Prize (as defined below).

**Odds of winning a prize depends on total number of eligible entries received during the Sweepstakes Period.**

Potential Winner's name may be announced on-air during the ABC11 morning newscast starting at 6 a.m. ET on Tuesday, April 23<sup>rd</sup>, 2019. Winner will be notified by phone or email provided on entry form.

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 Sponsors (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 Sponsors within the specified time period, if potential Winner cannot use travel voucher by 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 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 from the same entry pool.

Limit one (1) prize per person for the duration of the Sweepstakes. Final determination of winners is always conditional on verification of eligibility and compliance with all rules and procedures.

**VI. PRIZE(S)**

**There will be one (1) prize ("Grand Prize") awarded to Winner, which shall consist of a trip to Los Angeles, CA for Winner and one (1) guest ("Guest") to attend the live taping of the American Idol finale ("Show"). Grand Prize includes: two (2) tickets to the Show on Sunday, May 19, 2019 ; domestic round-trip coach class air transportation for two (2) from the major airport nearest to Winner's US residence to Los Angeles, CA; double occupancy hotel accommodations for two (2) nights (one (1) room, room rate and taxes only) in a hotel of Sponsor's choosing; escorted ground transportation to the Event; and funds in the amount of one hundred dollars (\$100) for transportation to and from the airport in Los Angeles, CA.**

Guest must be eight (8) years of age or older to attend. Guest must be either eighteen (18) years of age or older, or if a minor, must be accompanied by a parent or legal guardian.

**ESTIMATED RETAIL VALUE OF PRIZE(S):** The estimated retail value ("ERV") of the Grand Prize is **\$1,880**. The ERV's of all prizes are furnished by the prize provider. If the actual value of the prize is less than stated approximate retail value, the difference will not be awarded. Actual retail value of Grand Prize may vary.

**Winner and guest must be able to travel in the same itinerary on May 18, 2019 – May 20, 2019, or the Grand Prize will be forfeited.**

Travel arrangements must be made through Sponsor's agent, on a carrier of Sponsor's choice. Certain travel restrictions and blackout dates may apply. Sponsor has the right in its sole discretion to substitute ground transportation for air transportation depending on Winner's place of residence. Winner and Guest must travel together on the same itinerary, as set forth above, including the same departure date, destination and return date, and must have valid travel documents (e.g., valid government issued photo ID and/or passport) prior to departure, and failure to do so will result in forfeiture of Grand Prize. Sponsor will not replace any lost or stolen tickets, travel vouchers or certificates.

Once travel commences, no unscheduled stopovers are permitted; if an unscheduled stopover occurs, full fare will be charged from stopover point for the remaining segments, including return, of the trip. Sponsor is not liable for any expenses incurred as a consequence of flight cancellation/delay. Trip may not be combined with any other offer and travel may not qualify for frequent flyer miles. All travel and lodging will be at the risk of Winner and Guest. Winner is solely responsible for all expenses and costs associated

with acceptance and/or use of Prize not specifically stated herein as being awarded, including, without limitation any and all taxes and other expenses, costs, or fees associated with the acceptance and/or use of Grand Prize, travel insurance, ground transportation (other than as described above), security and airport fees, taxes, insurance, gasoline, meals, gratuities, and souvenirs. Sponsor shall have the right, but not the obligation, to make any deductions and withholdings that Sponsor seems necessary or desirable under applicable federal, state and local tax laws, rules, regulations, codes or ordinances.

Sponsor shall have no responsibility or liability for cancellations, delays, or any other change by any company or person providing any element of Grand Prize due to reasons beyond Sponsor's control, and are not responsible or liable for any expenses incurred as a consequence thereof. Date and/or time of Show are subject to change. In the event production of Show is cancelled or postponed, this prize component may be cancelled without substitution or compensation therefor. All other prize elements will still be awarded. Show tickets have no retail value. If Winner chooses to attend the Show with no Guest, the remaining elements of the Grand Prize shall constitute full satisfaction of Sponsor's prize obligation to Winner and no additional compensation will be awarded. All participants must be at least eight (8) years old to attend the taping of Show. Guests, if any, may be required to execute and return releases of liability and, where legal, publicity releases, which must be returned with the Winner's Verification Documents, or the Guest portion of the Grand Prize will be forfeited.

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.

All details of Grand Prize will be determined by Sponsor in its sole discretion. Sponsor reserves the right to substitute a similar prize (or prize element) of comparable or greater value. Prize cannot be transferred by Winner or redeemed for cash and is valid only for the items detailed above, with no substitution of Grand Prize by Winner. If Grand Prize is unclaimed within a reasonable time after notification from Sponsor, as determined by Sponsor in its sole discretion, it will be forfeited, and time permitting, an alternate Winner may be selected from the remaining eligible entries at Sponsor's sole discretion.

## **VII. RELEASES**

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, AIP, FremantleMedia North America, Inc., American Broadcasting Companies, Inc., Industrial Media Inc. and all majority owned subsidiaries (including, but not limited to, 19 Entertainment Limited, 19 Entertainment, Inc., 19 Recording Services, Inc., 19 Recordings Limited, 19 Recordings, Inc., 19 Publishing, Inc. and 19 TV Limited), Telescope, Inc., Impact, and each of their respective parent, subsidiary, affiliated and related entities, and the officers, directors, employees, agents, representatives, licensees and assignees of each (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 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.

In the event a traveler and/or his or her travel companions 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 terminate the trip or other applicable experience early, in whole or in part, and send Winner and Guest home with no further 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. WINNER'S LIST:**

Void where prohibited. Grand Prize is non-transferable. Live taping/talent/production schedule is subject to change. 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 Winner and these Official Rules will be posted on [www.abc11.com](http://www.abc11.com) for at least thirty (30) days after Winner is notified or announced.