

## ABC11 Disney+ Day 2021 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:** WTVD Television, LLC, 411 Liberty Street, Durham, NC 27701 ("Sponsor").

**II. SWEEPSTAKES PERIOD:** ABC11's Disney+ Day 2021 Sweepstakes (the "Sweepstakes") begins on or about **Thursday, November 11, 2021 at 2:00 pm** Eastern Time ("ET") and ends on **Friday, November 12, 2021 at 2:00 pm** 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 (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, 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, 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. The potential winner is required to complete and return an Affidavit of Eligibility/Liability and Publicity Release prior to prize award. Subject to all applicable federal, state, local, and municipal laws and regulations.

**IV. HOW TO ENTER:** Sweepstakes-themed social media posts ("**Postings**") will be uploaded to the official ABC11 Eyewitness News Twitter account (@ABC11\_WTVD), Facebook account ([www.facebook.com/ABC11](http://www.facebook.com/ABC11)) and/or Instagram account (@abc11\_wtvd). All postings will include a link to [www.abc11.com](http://www.abc11.com) ("**Website**") that will redirect them to the Sweepstakes entry page.

You understand that you are providing your information to Sponsor and not to Facebook/Instagram/Twitter, and that this Sweepstakes is in no way sponsored, endorsed, administered or associated with Facebook/Instagram/Twitter. Any questions, comments or complaints regarding this Sweepstakes should be directed to Sponsor, and not Facebook/Instagram/Twitter.

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

**Existing Member:** 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-Member:** If you are not a Member, you may become a Member free of charge by providing the requested information on the registration form. By creating a Member account, you acknowledge your agreement to the Terms of Use (available at <http://disneytermsfuse.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).

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

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 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.** For the purposes of this Sweepstakes, a "weekday" is defined as beginning at 12:01am ET and ending at 11:59pm ET the same day. Entries for any weekday can be submitted online from 12:01am ET to 11:59pm ET. **All entries must be received by 2:00 pm ET on November 12, 2021.**

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:** A total of ten (10) potential winners will be selected by random drawing from among all eligible entries received during the Sweepstakes Period to receive a Prize (as defined below). **Odds of winning the Prize depends on total number of eligible entries received during the Sweepstakes Period.**

**DRAWING & NOTIFICATION: Winners' names will be drawn on or about Friday, November 12, 2021, and potential winners will be notified by Sponsor shortly thereafter.**

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

Potential winners will be notified by phone or email provided on their Member accounts. Failure to respond to the initial verification direct message 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, 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 potential winner cannot attend the performance on the specified date, 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.

**VI. PRIZE:** Ten (10) winners will each receive a virtual code and instruction on how to redeem the code for a one (1) year subscription to Disney+ (the "**Prize**").

**Approximate retail value ("ARV") of each Prize: \$79.99**

**Total ARV of all Prizes awarded: \$799.99**

Prize is subject to availability. Sponsor is not responsible for cancellation or preemption of the event or for other circumstances that make it impractical or impossible to fulfill this element of the Prize.

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

Sponsor will not replace any lost, mutilated or stolen tickets, if any.

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 Prize.

**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, any organizations responsible for providing a prize, Facebook, Instagram, Twitter, 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, as well as Instagram (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 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.

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 Prize or participation in Prize-related activities.

In the event a winner and/or his or her 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 terminate the Prize or other applicable experience early, in whole or in part, and send winner and guest home with no further compensation.

By submitting entry materials, entrants certify that such materials are original and created by entrant, that entrants have the necessary rights, permission and authority to submit such materials, and, if applicable, that entrants maintain a valid copyright in the materials. Entrants acknowledge that such materials may be included and/or discussed in a broadcast, that such discussion may include statements or opinions by the broadcast talent or others about the entrants, the entrants' appearances and/or the materials, and that those statements and opinions may be considered surprising, humiliating, embarrassing, derogatory, defamatory or otherwise offensive or injurious to them. Entrants release the Released Parties from any actions, claims, injury, loss or damage allegedly caused, directly or indirectly, by any use of the materials and/or such statements or opinions made in connection with them during a broadcast.

**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 prize awarded, or the determination of the winners, 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:** Names of winners and these Official Rules will be posted on ABC11.com for sixty (60) days after the ending of the Sweepstakes Period.