

**ABC11 Presents Smooth Nights with Koka Booth Amphitheatre 2023 Ticket Giveaway
(the "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. NAME OF SPONSOR

WTVD Television, LLC ("Sponsor"), 411 Liberty Street, Durham, NC 27701.

II. ELIGIBILITY

Entrants must be eighteen (18) years of age or older as of date of entry, and a legal United States resident residing in 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 Sponsor, Koka Booth Amphitheatre, any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the sweepstakes or supplying the prize, and their respective parent, subsidiary, affiliated and successor companies, and immediate family and household members of such individuals, are not eligible to participate. "Immediate family members" shall mean parents, stepparents, children, stepchildren, siblings, stepsiblings, or spouses. "Household members" shall mean people who share the same residence at least three (3) months a year.

III. HOW AND WHEN TO ENTER

To enter the Promotion, go to www.abc11.com, locate the "Sweepstakes" section of the Website, find the Sweepstakes-themed image, click on the link to the Sweepstakes starting at **12:00 am Eastern Time ("ET") on Wednesday, July 26, 2023 through 11:59 pm ET on Wednesday, August 2, 2023** (the "**Entry Period**") and follow the on-screen instructions to complete the entry form in its entirety and submit the entry form as directed to receive one (1) entry into the Sweepstakes.

Odds of winning a prize depend on total number of eligible entries received.

Limit one (1) entry per person throughout the Entry Period.

Entries may be received through the Website via mobile device, and therefore message and data rates may apply. To enter the Sweepstakes, you must be a registered Member of OneID ("Member").

Existing Members: 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-Members: If you are not a Member, you may become a Member free of charge by providing the requested information on the registration form through the "sign up" or similar section on the entry form. 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.

During the registration and entry process, you may be asked to consent to receive promotional and marketing emails from Sponsor 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 Sponsor's Privacy Policy, available at <https://disneyprivacycenter.com>.

Sponsor can provide no technical support and accepts no responsibility for insuring the receipt or successful submission of your entry materials. Sponsor is not responsible for entries not received. Sponsor is not responsible for failed, partial or garbled computer transmissions, or for technical failures of any kind, including, but not limited to, electronic malfunction or damage of any network, hardware or software. 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, terminate, modify or suspend the sweepstakes. No responsibility is assumed for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or electronic entry to be received on account of technical problems or traffic congestion on the Internet or Website, or any combination thereof, including any injury or damage to entrant's or any other person's computer related to or resulting from participation in or downloading any materials from this sweepstakes.

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. 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. 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>

IV. HOW AND WHEN WINNERS WILL BE SELECTED AND NOTIFIED

Three (3) potential winners will be selected by a random drawing from among all eligible entries received on or about **Thursday, August 3, 2023**. Sponsor may or may not draw and/or announce the winner's name on air.

Potential winners will be notified by telephone on or about Thursday, August 3, 2023. If contact with a potential winner is not made within seventy-two (72) hours from the time of notification attempt by Sponsor, such potential winner may be disqualified and an alternate may be selected from the remaining valid entries received, time permitting. Failure to timely comply with any requirement of these terms and conditions will result in a potential winner being deemed ineligible for any prize.

In the event a potential winner is deemed ineligible, fails to comply with sweepstakes procedures, or is not available to claim prize during specified dates, then an alternate winner will be selected at random from among the remaining entries, time permitting. Final determination of winner is always conditional on verification of eligibility and compliance with all rules and procedures.

V. PRIZES

Three (3) Prizes are available. Each Prize consists of two (2) "Reserved Tickets" for the winner and one (1) guest to attend ABC11 Presents Smooth Nights performance on Friday, August 11, 2023 at 7 pm at the Koka Booth Amphitheatre (8003 Regency Pkwy, Cary, NC). The approximate retail value ("ARV") of each Prize is \$130.

All expenses not specifically provided for herein, including transportation to and from the venue, parking, concessions and merchandise (if applicable), are each winner's sole responsibility. Some restrictions may apply. Sponsor shall have no responsibility or liability for cancellations, delays, or any other change by any company or person providing any element of the Prize due to reasons beyond Sponsor's control, including, but not limited to, cancellation in order to prevent the spread of COVID, and is not responsible or liable for any expenses incurred as a consequence thereof. In the event that winner elects to attend the Prize event without guest(s), that portion of the Prize will be deemed forfeited and winner shall receive no additional compensation. Winner and their guests agree to abide by all rules, terms, conditions, restrictions and entry requirements imposed by Sponsor, including, but not limited to, any applicable social distancing, proof of vaccination, and masking requirements. Failing to abide by these rules, or exhibiting behavior that is deemed to be inappropriate, threatening, obnoxious, unruly, or otherwise prohibited by Sponsor or the venue shall result in possible denial of entry to the Prize-related event or ejection.

Prizes are not redeemable for cash or transferable, except to a surviving spouse residing in the same household. No substitutions allowed except, at Sponsor's sole discretion, a prize, or prize element, of equal or greater value may be substituted. Certain prize items are subject to availability and may be substituted by Sponsor for a different item of greater or equal value, in its sole discretion. Gift card/subscriptions are subject to separate terms and conditions imposed by issuer.

Winner shall be solely responsible for any applicable federal, state, and local taxes and/or local laws and regulations, and the reporting consequences thereof, and for any other fees or costs associated with a 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.

VI. RELEASES

By participating, entrants agree to be bound by these rules and the decisions of the Sponsor, which shall be final in all respects.

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, Koka Booth Amphitheatre, 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.

Entrants, as a condition of receiving any prize, authorize the Sponsor and its designees 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.

Winners agree 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 the Prize, if any, are subject to the terms of the prize provider

(e.g., manufacturer, gift card issuer) and therefore winner agrees to look solely to such prize provider for any such warranty and/or guarantee.

To claim Prize, winner must: (a) provide proof of winner's age, residency, and legal status; and (b) sign and return eligibility, publicity, liability, rules compliance and any other releases requested by Sponsor; all within the time period(s) specified by Sponsor.

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.

Names of winners and these rules will be posted on www.abc11.com for at least thirty (30) days after winners are finally determined.