

**ABC11 Secret Santa Word Giveaway 2021
OFFICIAL RULES**

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

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

II. SWEEPSTAKES PERIOD: ABC11’s Secret Santa Word Giveaway 2021 (the “**Sweepstakes**”) is brought to you in connection with the *ABC11/LeithCars.com Raleigh Christmas Parade presented by Shop Local Raleigh* (the “**Parade**”). The Sweepstakes will run from **9:30am Eastern Time (“ET”) to 11:59pm ET on Saturday, November 20, 2021** (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, 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: To enter the Sweepstakes, viewers should watch the Parade from 9:30am - 12pm ET on ABC11, ABC11.com or the ABC11 North Carolina streaming app (check local listings). There will be one (1) “**Secret Word**” that will appear onscreen a minimum of two (2) times during the Parade’s broadcast. During the Sweepstakes Period, viewers can enter the Secret Word by visiting the ABC11 website (www.abc11.com) or the ABC11 mobile app and clicking on the Sweepstakes-themed article on the homepage, which directs entrants to the entry page. Entrants who properly submit the correct Secret Word (including the correct spelling) during the Sweepstakes Period and who are in compliance with all eligibility requirements listed above shall receive one (1) entry into the Sweepstakes.

The ABC11 Mobile application (“**App**”) is available on Google Play for Android and the App Store for Apple devices. Download and use of the App requires a mobile device and therefore message and data rates may apply.

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 username 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://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 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.

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 11:59pm ET on Saturday, November 20, 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/>.

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 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: Five (5) winners will be selected via random drawing from all the eligible entries received during the Sweepstakes Period. **Odds of winning a prize depends 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: Winners' names will be drawn on or about Monday, November 22, 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.

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

VI. PRIZE(S)

Five (5) Prizes will be awarded, as further described below -

- One (1) Prize Winner will receive one (1) five (5)-carat Diamond Tennis Necklace from Raleigh Diamond Fine Jewelry. **ARV: \$7,500.**
- One (1) Prize Winner will receive one (1) 6.1 inch, 128 GB silver Apple® iPhone 13 Pro. **ARV: \$999.**
- One (1) Prize Winner will receive one (1) shopDisney e-Gift Card valued at \$500. **ARV: \$500.**
- Two (2) Prize Winners will each receive a Family Four Pack to the Dec. 10 performance of 'Theatre in the Park Presents: A Christmas Carol' at Duke Energy Center in Raleigh, NC. **ARV: \$240 each.**

Total ARV of all prizes awarded: \$9, 479

If the actual value of the prize is less than the stated approximate retail value, the difference will not be awarded.

Winners are 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.

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, who will receive an IRS Form 1099 reflecting the final actual value of any prize valued at \$600 or more.

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. You are providing your information to Sponsor.

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 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: 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 Official Rules will be posted on abc11.com for at least thirty (30) days after winners are notified or announced.