

**ABC11 Aspiring All-Stars Contest 2024  
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.  
EACH NOMINEE MAY ONLY BE NOMINATED BY THEIR OWN PARENT/LEGAL GUARDIAN.**

ABC11's Aspiring All-Stars Contest (the "**Contest**") runs weekly (Wednesday through Tuesday) for four (4) weeks. These rules apply to each weekly contest.

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

**II. CONTEST PERIOD:** The Contest runs from Wednesday, June 19, 2024 at 12:00 a.m. (midnight) Eastern Time ("**ET**") through Tuesday, July 16, 2024 at 11:59 p.m. ET (the "**Contest Period**"). The Contest Period consists of four (4) separate entry periods (each, an "**Entry Period**" and collectively, the "**Entry Periods**"). Each Entry Period starts each Wednesday of the Contest Period at 12:00 a.m. (midnight) ET and ends on the following Tuesday of the Contest Period at 11:59 p.m. ET.

**III. ELIGIBILITY:** Nominators must be 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**"). 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, and any other organizations responsible for sponsoring, fulfilling, or 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.

Nominees must: a) **be nominated ONLY by their own parent/legal guardian**; b) be an elementary or middle school student (Kindergarten - 8<sup>th</sup> grade) at an accredited public or private/parochial school in the DMA mentioned above; and c) be involved in athletics either through their school or an outside team/league.

**IV. HOW TO ENTER:** Nominators can enter on the Contest entry page by going to [www.abc11.com/sweepstakes](http://www.abc11.com/sweepstakes), [clicking on the link for the Contest](#) and following the online instructions to register for the Contest by providing their (the Nominee's parent/legal guardian) full name, email address, and telephone number, completing a short essay of no more than one hundred (100) words explaining why their child deserves to be selected as an ABC11 Aspiring All-Star, and uploading a photo of their child **ONLY** (no one else should be shown in the photo). By submitting a nomination, each Nominator must confirm that they have read, understand and agree to these Official Rules and Sponsor's Terms of Use (available at <http://disneytermsfuse.com>).

**Limit one (1) Nomination per person/per email address during the Contest Period.** All entries must be received by 11:59 pm ET on a Friday of an Entry Period. All information provided by entrant become the property of Sponsor.

**Entry Requirements**

Each Nominator and their entry must adhere to the following guidelines and requirements:

- a. The entry must explain in no more than one hundred (100) words a fun fact about their Nominee's sport and why their child Nominee deserves to be the ABC11 Aspiring All-Star.

- b. The entry must also include a photo of the Nominee only. Photo must be in jpg, jpeg, png, gif, bmp, heic, or heif formats and no more than 250MB.
- c. The entry and photo must not contain or depict any objectionable, unlawful, defamatory, obscene, sexually-explicit, threatening, abusive, harassing, hateful, discriminatory, or vulgar material and must be otherwise fit for publication/posting/uploading, as determined by Sponsor in its sole and absolute discretion.
- d. The entry and photo must not include language, phrases, quotations, hashtags, trademarks, logos, artwork, products, or brand names (not owned or licensed by the Sponsor or its affiliates) that may infringe on any third party's rights. However, Sponsor (in its sole discretion) reserves the right to modify or shade out any such representations if the entry is otherwise eligible.
- e. The entry and photo must not contain any unsolicited or unauthorized advertising, promotional materials, or any other form of solicitation.
- f. The entry and photo must not infringe any right of any third party, including but not limited to intellectual property rights, such as but not limited to rights of copyright, trademark or patent, or rights of publicity or privacy.
- g. The entry and photo must not contain any elements that: (i) would give or threaten to give rise to criminal or civil liability; (ii) encourages conduct that constitutes a criminal offense; (iii) encourages or provides instructional information about illegal activities; or (iv) encourages acts of violence or dangerous stunts/behavior.
- h. The entry and photo must not disparage the goodwill or business reputation of the Sponsor.
- i. The entry and photo must not include obscenities or other objectionable material that may defame or invade the publicity or privacy rights of any person (living or deceased), or that otherwise may infringe upon any third party's personal or proprietary rights, as determined by Sponsor in its sole and absolute discretion.

The Sponsor has the right to disqualify any Entry that does not adhere to the above requirements or is otherwise in violation of these Official Rules as determined by the Sponsor in its sole and absolute discretion.

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

Sponsor can provide no technical support and accepts not responsibility for ensuring the receipt or successful submission of your entry. Mass entries or entries generated by script, macro or use of automated methods will be disqualified. 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 Contest 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 Contest, 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 Contest. 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 electronic entry to be received on account of technical problems or traffic congestion on the Internet, social media applications, or any combination thereof, including any injury or damage to entrant's or any other person's computer or other device related to or resulting from participation in this Contest. In the event of a dispute over an electronic entry, the Grand Prize (as defined below) will be awarded to the owner of the email account used to submit the entry. Except as otherwise contemplated by these Official Rules, and to the extent entrants may otherwise elect at the time of entry, information provided by you for this Contest is subject to Sponsor's Privacy Policy, located at <https://disneyprivacycenter.com/privacy-policy-translations/english>.

**V. WINNER SELECTION AND NOTIFICATION:** There are a total of four (4) winners during the Contest Period. One (1) potential winner will be selected by the Judge(s) (as defined below) from among all eligible

entries received as of the end of each of the four (4) Entry Periods. All non-winning entries from any Entry Period will be carried forward to subsequent Entry Period(s).

#### **NOTIFICATION:**

All eligible entries will be judged by a member or members of the ABC11 Eyewitness News staff (“**Judge(s)**”). Each entry will be judged according to the following equally weighted criteria: creativity, energy, and how well the Nominee embodies the spirit of a champion.

Nominator who submitted a potentially winning entry will be notified by phone or email provided on entry form. Potential winning Nominator on behalf of themselves and their Nominee will be required to complete, sign and return within forty-eight (48) hours of transmission, a Release and Indemnification, and a Publicity Release and any other documentation required by Sponsor (collectively, “**Verification Documents**”). If a potential winning Nominator does not respond to the initial notification within twenty-four (24) hours as set forth above, if Verification Documents are not returned to Sponsor within the specified time period, if any prize notification is returned as non-deliverable, if potential winning Nominator is found to be ineligible or otherwise not in compliance with these Official Rules, or if potential winning Nominator cannot or does not accept the prize for any reason, prize may be forfeited and potential winning Nominator may be disqualified without compensation of any kind and an alternate potential winning Nominator may be notified based on the Judges results. Sponsor reserves the right to extend the Contest Period and all other dates associated with the Contest in the event an insufficient number of eligible entries are received, as determined by the Sponsor, in their sole discretion. If no eligible entries are received, the prize will not be awarded.

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:** The winning Nominee for each Entry Period will have their first name and photo, along with information about the Nominee from the Nominator’s essay, featured on-air by the Sponsor and on Sponsor’s social and/or digital platforms. The Nominator’s name may also be featured at the sole discretion of Sponsor. The airing/publication of the winning Nominee’s story does not have a retail value. Exact timing of when each winning Nominee will be featured shall be determined by Sponsor in its sole discretion, but is expected to occur within a month of the end of the Contest Period.

**VII. RELEASES AND LIMITATION OF LIABILITY:** By participating in this Contest, 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, 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 Contest.

By entering the Contest, winning Nominator grants Sponsor and its designees a right to use their name, voice, likeness, biographical data, city and state of residence and entry materials (including, but not limited to, the essay and photo of Nominee) 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.

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 any participation in Contest-related activities.

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 Contest, or any prize 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 Contest 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 Contest, 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:** Name of each winner (i.e., the winning Nominators) and these Official Rules will be posted on ABC11.com for sixty (60) days after the end of the Contest Period.