# ABC11's Lunching at LIVE with Kelly & Ryan Sweepstakes OFFICIAL RULES

# I. NAME OF SPONSOR(S)

WTVD Television, LLC ("WTVD-TV" or "ABC11"), 411 Liberty Street, Durham, NC 27701 in connection with American Broadcasting Companies, Inc., 77 West 66<sup>th</sup> Street, New York, NY 10023 (Hereinafter collectively referred to as "Sponsors").

# **II. SWEEPSTAKES PERIOD:**

ABC11's **Lunching at LIVE with Kelly & Ryan** (the "Sweepstakes"), begins on or about February 18, 2019 at 9am Eastern Time ("ET") and ends on March 1, 2018 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 months, performed services for WTVD Television, LLC, American Broadcasting Companies, Inc., Disney/ABC Domestic Television, WTVD-TV, LIVE with Kelly and Ryan and the Sweepstakes administrator, participating stations, stations airing the Show, 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 (collectively "Sweepstakes Entities") 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 prize award. 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.

Viewers should watch LIVE with Kelly and Ryan from Monday, February 18<sup>th</sup>, 2019 through Friday, March 1<sup>st</sup>, 2019. There will be one answer to the show's daily trivia question for each show day that will appear on-screen during the first half of each show's broadcast. During the Sweepstakes Period, viewers can enter that day's answer via <a href="https://www.abc11.com.com/KellyAndRyan">www.abc11.com.com/KellyAndRyan</a>.

To submit an entry, complete the Sweepstakes entry form by providing your full name and email address. Entrants will receive (1) one entry into the weekly drawing for the correct "answer" they submit. The "answer" for a given show day can be submitted between the hours of 10am ET and 11:59pm ET. Limit (1) entry every 24 hours per person/email address during sweepstakes period.

To enter the sweepstakes, you must be a registered Member of OneID.

**Existing Member:** As a Member, you may enter the Sweepstakes by logging in to the OneID iFrame ("**Website**") with your user name ("**User Name**") or email address ("**Address**") and password and following the entry instructions. If you login to 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 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 <a href="http://disneytermsofuse.com">http://disneytermsofuse.com</a>). 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.

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. To enter on the website, viewers will be directed from the page abc11.com/KellyAndRyan to click on the Sweepstakes page link at <a href="https://abc11.tv/2UMJpjT">https://abc11.tv/2UMJpjT</a> to enter the form. 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. For the purposes of this Sweepstakes, a "day" is defined as beginning at 12am ET (midnight) and ending 11:59pm ET except for the first day of the Sweepstakes Period [February 18, 2019], which begins at 9am ET and ends at 11:59pm ET. All entries must be received by 11:59pm ET on March 1, 2018. Proof of entering information on the entry form is not considered proof of delivery or receipt of such entry.

Sponsors are not responsible for "Answers" not received; 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, or other causes that corrupt or affect the administration, security, fairness, integrity or proper conduct of the sweepstakes, Sponsors reserve the right, in its sole discretion, to disqualify any individual who tampers or disables 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 e-mail or electronic entry to be received on account of technical problems or traffic congestion on the Internet or at any Web-site, 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 canceled, Sponsors reserve 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 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 <a href="https://disneyprivacycenter.com/privacy-policy-translations/english">https://disneyprivacycenter.com/privacy-policy-translations/english</a>.

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

On or about March 4, 2019, a random drawing will be conducted by the Sponsors and a potential winner ("Winner") will be selected from among all eligible entries received during the Sweepstakes Period.

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

Potential Winners may be announced on air during the ABC11 morning newscast starting at 6 a.m. ET on Monday, March 4<sup>th</sup>, 2019. Winner will be notified by phone or email provided on entry form.

Entry Period Date and Times Entry Deadline Drawing Monday, 2/18/19 to Friday, 3/1/19 daily from 10am ET through 11:59pm ET. Notification on or about 3/4/19.

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)

Prize winner and guest must be available to travel to New York City between the dates of 4/15/19 - 4/17/19 to coincide with the dates of the SHOW (such dates subject to change).

- One (1) winner will receive a trip for Winner and one (1) Guest to New York City to see the live taping of LIVE with Kelly & Ryan (the "SHOW") and sit with the in-studio audience for the Show, followed by a luncheon (collectively, the "Prize").
- Two (2) seats at LIVE's in-studio audience for live taping of Show, for a weekday show airing in Tuesday, April 16 2019.
- Admission for two (2) to the LIVE luncheon (following the taping)
- Roundtrip coach airfare for Winner and one (1) guest to New York City from a major airport near winner's residence ("airport of origin") to be selected by Sponsor on a Sponsor-selected carrier ("Airline").
- Hotel accommodations for two (2) nights (based on double occupancy)
- Pre-tipped car service to/from NY area airport/hotel
- One (1) \$250 visa card for food & beverage

Audience members must be 10 years of age or older to attend.

Travel guest on any prize trip must be eighteen (18) years of age or older, or if a minor, must be accompanied by a parent or legal guardian.

APPROXIMATE RETAIL VALUE OF PRIZES: The approximate retail value ("ARV") of the prize is \$4,000. There is no retail value associated with the Show taping portions of the Prize. Any appearance on the Show is subject to availability. The ARV's of all prizes are furnished by Prize Provider. If the actual value of the prize is less than stated approximate retail value, the difference will not be awarded. Prize winner and guest must be available to travel to New York City between the dates of 4/15/19 - 4/17/19 to coincide with the dates of the SHOW (such dates subject to change). If potential Winner is unable to travel during such designated dates, the Prize will be forfeited in its entirety and an alternate Prize winner may be selected as stated above (time permitting).

Travel guests will be required to sign and return a travel liability/publicity release prior to awarding of the prize. Each Winner and his or her travel companion must travel together on the same itinerary and possess all required travel documents, including a (valid photo I.D., credit card, etc.) before departure.

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.

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.

Prize is subject to availability. Sponsor is not responsible for cancellation or preemption of show/event/luncheon or for other circumstances that make it impractical or impossible to fulfill this element of the prize. This element of the prize has no approximate retail value, and if it becomes impractical or impossible to fulfill this element, Sponsor's only obligation will be to provide the remainder, if any, of prize.

# **VII. RELEASES**

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

By participating in the sweepstakes and/or accepting any prize that they may win, entrants agree to release WTVD Television, LLC, WTVD-TV (ABC11), American Broadcasting Companies, Inc., Disney/ABC Domestic Television, LIVE with Kelly and Ryan their respective 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, and Facebook (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 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, 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. Sponsors are 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.

Winner acknowledges that neither Sponsor nor its agents have 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 therefore and winner agrees to look solely to such manufacturers for any such warranty and/or guarantee.

To claim prize winner must: (a) provide proof of winner's age, residency, and legal status; (b) sign and return eligibility, publicity, liability, rules compliance and any other releases requested by Sponsor; and (c) have winner's intended guest(s) or travel companion(s), if any, sign and return releases requested by Sponsors; all within the time period(s) specified by Sponsors.

# **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 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.

List of winners and these Rules will be posted on www.abc11.com/KellyAndRyan for at least 30 days after winner(s) are notified or announced.