

**ABC11's Watch & Win Secret Santa Sweepstakes 2019**  
**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:** WTVD Television, LLC, 411 Liberty Street, Durham, NC 27701 ("**Sponsor**").

**II. SWEEPSTAKES PERIOD:** ABC11's **Watch & Win Secret Santa Sweepstakes 2019** (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 **9am Eastern Time ("ET") to 11:59pm ET on Saturday, November 23, 2019** (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, 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 being awarded any prize. Subject to all applicable federal, state, local, and municipal laws and regulations.

Winner of Grand Prize 1 (as defined below) and guest must be able to travel on dates specified by Sponsor (as further described below).

**IV. HOW TO ENTER:** To enter the Sweepstakes, viewers should watch the live Parade coverage and telecast on November 23rd, 2019 from 9am-12pm ET on ABC11 or ABC11.com (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" on the ABC11 Sweepstakes page (<https://sweepstakes.abc11.com/N1OaeML>) or by visiting the ABC11 website (abc11.com) and clicking on the Sweepstakes-themed graphic on the homepage, which directs entrants to the entry form. 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.

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](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 accounts a person may have. All entries must be received by 11:59pm ET on November 23rd, 2019.**

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;** Two (2) Grand Prize winners and five (5) Secondary Prize winners will be selected via random drawing from all the eligible entries received during the Sweepstakes Period. Prize drawing and potential winner notification will be conducted by the Sponsor on or about **November 25th, 2019**. 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.

Potential winners may be announced on air during the ABC11 morning newscast starting at 6am ET on Monday, November 25th, 2019 OR Tuesday, November 26<sup>th</sup>, 2019.

Potential winners will be contacted via the email address listed on his or her Member account. Failure to respond to the initial verification email 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 winners 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 Sponsor (collectively, "**Verification Documents**"). If a 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 prize-related events (as further described below) on the 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 winner 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 transmitting email 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)**

Two (2) Grand Prizes will be awarded, as further described below.

**Grand Prize 1:** One (1) Grand Prize winner will receive a vacation package to attend the red carpet at the 92<sup>nd</sup> Academy Awards at the Dolby Theatre in Los Angeles, California on **Sunday, February 9, 2020**, including the following:

- Two (2) seated tickets to the red carpet bleachers, which will allow winner and guest to experience the arrivals firsthand;
- Roundtrip economy-class airfare for two (2) persons between a major airport near winner's residence and Los Angeles, CA (exact flights and route to be determined by Sponsor, in its sole discretion);
- Double-occupancy hotel accommodations (includes one (1) room with a maximum capacity of two (2) persons, room rate, taxes and resort fee only) for two (2) nights (exact hotel to be determined by Sponsor, in its sole discretion); and
- A ground transportation stipend in the amount of two hundred fifty dollars (\$250) for transportation to and from the airport in Los Angeles, CA.

**Grand Prize 1 Trip must be taken from February 8, 2020-February 10, 2020.**

Winner's travel companion must be eighteen (18) years of age or older, or if travel companion is a minor, Winner must be the parent or legal guardian of such minor.

Winner and guest will be required to provide a valid social security number (or international equivalent) for the purposes of a security background check, and will need to sign a liability/publicity release form prior to entering the red carpet bleachers. Government-issued photographic ID will be required for entrance to the bleacher seats. Grand Prize does not include admittance to the 92nd Academy Awards presentation, nor will entrance into the Dolby Theatre, and access be restricted to the bleacher viewing area designated by the Academy.

**Approximate retail value ("ARV") of Grand Prize 1: \$2,000.**

**Grand Prize 2:** One (1) Grand Prize winner will receive one (1)  $\frac{3}{4}$  carat Diamond Halo Necklace, which includes a 14 carat white gold pendant and chain ("**Grand Prize 2**").

**ARV of Grand Prize 2: \$3,095.**

**Secondary Prizes:** Five (5) Secondary Prize winners will each receive a \$1,000 Raleigh Diamond Fine Jewelry Gift Certificate (each, a "**Secondary Prize**").

Secondary Prizes must be redeemed at Raleigh Diamond Fine Jewelry, located at 5925 Glenwood Avenue, #100, Raleigh, NC 27612.

**Total ARV of all prizes awarded: \$10,095**

All details of prizes will be determined by Sponsor and prize provider in their sole discretion. Sponsor and/or prize provider reserve the right to substitute a similar prize (or prize element) of comparable or greater value. All taxes and other expenses, costs, or fees associated with the acceptance and/or use of prize are the sole responsibility of winner (including, but not limited to, baggage fees, gratuities, food and beverage, souvenirs, merchandize, etc.). Prizes cannot be transferred by winner or redeemed for cash and each prize is valid only for the items detailed above, with no substitution of prize by winner. If prize is unclaimed within a reasonable time after notification from Sponsor, as determined by Sponsor in its sole discretion, it will be forfeited, and time permitting, an alternate winner may be selected from the remaining eligible entries at Sponsor's sole discretion.

**Grand Prize Winner #1 and guest must be able to travel February 8-10, 2020**, or the prize will be forfeited. Travel arrangements must be made through Sponsor's agent, on a carrier of Sponsor's choice. Certain travel restrictions and blackout dates may apply. Winner and guest must travel together on the same itinerary, including the same departure date, destination and return date, and must have valid travel documents (e.g., valid government issued photo ID and/or passport) prior to departure, and failure to do so will result in forfeiture of prize. Sponsor will not replace any lost or stolen tickets, travel vouchers or certificates.

Once travel commences, no unscheduled stopovers are permitted; if an unscheduled stopover occurs, full fare will be charged from stopover point for the remaining segments, including return, of the trip. Sponsor is not liable for any expenses incurred as a consequence of flight cancellation/delay. Trip may not be combined with any other offer and travel may not qualify for frequent flyer miles. Winner is solely responsible for all expenses and costs associated with acceptance and/or use of prize not specifically stated herein as being awarded, including, without limitation any and all taxes and other expenses, costs, or fees associated with the acceptance and/or use of prize, travel insurance, ground transportation (other than as described above), security and airport fees, taxes, insurance, gasoline, meals, gratuities, and souvenirs. Sponsor shall have the right, but not the obligation, to make any deductions and withholdings that Sponsor deems necessary or desirable under applicable federal, state and local tax laws, rules, regulations, codes or ordinances.

Sponsor shall have no responsibility or liability for cancellations, delays, or any other change by any company or person providing any element of prize due to reasons beyond Sponsor's control, and Sponsor is not responsible or liable for any expenses incurred as a consequence thereof. Date and/or time of Event are subject to change. Event is subject to cancellation. If Grand Prize 1 winner chooses to attend the event without a guest, the remaining elements of prize shall constitute full satisfaction of Sponsor and/or prize provider's obligation to winner and no additional compensation will be awarded. Guest, if any, may be required to execute and return releases of liability and, where legal, publicity releases, which must be returned with the Sweepstakes documents, or guest portion of the prize will be forfeited.

Each winner and his or her companions must travel together on the same itinerary and possess all required travel documents, including a valid photo ID.

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.

Grand Prize 1 is subject to availability. Sponsor is not responsible for cancellation or preemption of an event or for other circumstances that make it impractical or impossible to fulfill this element of the prize. This element of the prize has no ARV, 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.

In the event Grand Prize 1 winner and/or his or her guest engage in behavior that (as determined by Sponsor in Sponsor's sole discretion) is obnoxious or inappropriate, threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip or other applicable experience early, in whole or in part, and send such winner and/or his or her guest home with no further compensation.

**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, their 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 prize.

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.

Name of winner and these Official Rules will be posted on abc11.com for at least thirty (30) days after winner is notified or announced.