

## ***ABC11's Durham 150 Tickets Giveaway 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. SPONSOR and PRIZE PROVIDER:** WTVD Television, LLC, 411 Liberty Street, Durham, NC 27701 ("Sponsor").

**II. SWEEPSTAKES PERIOD:** ABC11's *Durham 150 Tickets Giveaway Sweepstakes* (the "**Sweepstakes**") begins on or about Wednesday October 23<sup>rd</sup>, 2019 at 12pm (noon) Eastern Time ("**ET**") and ends on Monday, October 28<sup>th</sup>, 2019 at 12pm (noon) 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. Employees of Sponsor, or any 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 prize award. The potential winner is required to complete and return an Affidavit of Eligibility/Liability and Publicity Release prior to prize award. Subject to all applicable federal, state, local, and municipal laws and regulations.

**NOTE: ENTRANTS MUST BE ABLE TO ATTEND THE PRIZE EVENT (AS FURTHER DESCRIBED BELOW) ON SATURDAY, NOVEMBER 2<sup>ND</sup>, 2019.**

**IV. HOW TO ENTER:** A Sweepstakes-themed post ("**Posting**") will be uploaded to the official ABC11 Eyewitness News Instagram account (@abc11\_wtvd) at the commencement of the Sweepstakes Period. During the Sweepstakes Period, entrants must:

- 1) Follow or be following @abc11\_wtvd;
- 2) "Like" the Posting; and
- 3) Comment on the Posting by tagging the official Durham 150 Instagram account (@DurhamNC150).

A comment on the Posting that meets the above requirements shall constitute a valid entry into the Sweepstakes. **Entrants may submit only one (1) entry during the Sweepstakes Period, regardless of the number of Instagram accounts a person may have.** All entries must be received by 12pm ET on October 28th, 2019. Entrant must be the rightful owner (or have authorized use) of the Instagram account identified in the Entrant's entry as of date of entry. All information provided by Entrant becomes the property of Sponsor and entries will not be acknowledged.

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

For Instagram entries, you understand that you are providing your information to Sponsor and not to Instagram, and that this Sweepstakes is in no way sponsored, endorsed, administered or associated with Instagram. Any questions, comments or complaints regarding this Sweepstakes should be directed to Sponsor, and not to Instagram. All entry post must be created for the sole purpose of this Sweepstakes and must be posted by the entrant. Re-Grams will not be accepted. Entries must be submitted in compliance

with the format and other requirements set forth by Instagram. INNACURRATE OR UNAUTHORIZED TAGGING IS NOT ALLOWED.

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 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 electronic entry to be received on account of technical problems or traffic congestion on the Internet or on Instagram, 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 Sweepstakes. In the event of a dispute over an electronic entry, the Prize (as defined below) will be awarded to the owner of the email account used to register the Instagram account which submitted 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 Sweepstakes is subject to Sponsor's Privacy Policy, located at <https://disneyprivacycenter.com/privacy-policy-translations/english>.

**V. WINNER SELECTION AND NOTIFICATION:** A total of two (2) winners will be selected by random drawing from among all eligible entries received during the Sweepstakes Period to receive a Prize (as defined below). **Odds of winning the Prize depends on total number of eligible entries received during the Sweepstakes Period.**

**DRAWING & NOTIFICATION: On or about Tuesday, October 29th, 2019**

Potential winners will be notified by Sponsor via Instagram direct message. Failure to respond within forty-eight (48) hours after initial notification to the potential winner 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.

**VI. PRIZE:** Two (2) winners will each receive a prize package consisting of the following (the "**Prize**"):

- A pair of tickets to the Durham 150 Closing Ceremony at the Durham Performing Arts Center, 123 Vivian Street, Durham, NC, on Saturday, November 2nd, 2019; and
- One (1) Durham 150 t-shirt.

**Approximate retail value (“ARV”) of each Prize: \$75**

**Total ARV of all Prizes awarded: \$150**

All expenses not specifically provided for herein are the winner’s sole responsibility, including travel, taxes, gratuities, parking, food or beverages. Some restrictions may apply.

Prize is subject to availability. Sponsor is not responsible for cancellation or preemption of the performance or for other circumstances that make it impractical or impossible to fulfill this element of the Prize.

No cash alternative or prize substitutions will be allowed, except Sponsor reserves the right to substitute the Prize or portions thereof of equal or greater value if any portion thereof is unavailable for any reason.

Sponsor will not replace any lost, mutilated or stolen tickets, if any.

**VII. RELEASES AND LIMITATION OF LIABILITY:** 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, prize provider(s), Instagram 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 Sweepstakes and/or acceptance or use of the Prize.

By accepting Prize, each winner grants Sponsor and its designees a right 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.

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 by any prize or resulting from acceptance, possession, use and/or misuse of Prize or participation in Prize-related activities.

In the event a winner and/or his or her guest engage in behavior that (as determined by Sponsor in Sponsor’s sole discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the Prize or other applicable experience early, in whole or in part, and send winner and guest home with no further 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 winners, 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:** List of winners will be posted on ABC11.com for sixty (60) days after the ending of the Sweepstakes Period.

Instagram is not a sponsor or co-sponsor of, has not endorsed, and is no way affiliated with this Sweepstakes.