

## Official Rules

The ABC11 & Junior League of Fayetteville Holly Day Fair “The Sweetest Gift Basket” Sweepstakes (“**Sweepstakes**”)

### I. NAME OF SPONSOR(S)

ABC11 WTVD-TV and abc11.com (hereinafter referred to as "**Sponsor**"), and the Junior League of Fayetteville Holly Day Fair 2019.

### II. 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, The Junior League of Fayetteville Holly Dolly Fair, 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. Subject to all applicable federal, state, local, and municipal laws and regulations.

### III. HOW AND WHEN TO ENTER

NO PURCHASE NECESSARY.

To enter the Sweepstakes, you may enter online at [www.abc11.com/rules-winners](http://www.abc11.com/rules-winners) (“**Website**”) from **Friday, October 11 at 12:00 am (midnight)** Eastern Standard Time (“**EST**”) through **Wednesday, October 23, 2019 EST at 11:59pm** (“**Entry Period**”). Once entrants navigate to the Website, they must click on the Sweepstakes-themed link and fill out an entry form. **Limit one (1) entry per day during the Entry Period.**

We will use the information provided by you in your entry form solely to process your entry. We will not sell, share, market, or distribute your personal information to third parties. Entries remain the property of ABC11 WTVD-TV and will not be returned or acknowledged. Sponsor may engage a third party application provider to administer certain aspects of the Sweepstakes, including, without limitation, the online collection of entries and other entry information. Such third party application provider will provide your personally identifiable information to Sponsor, who except as set forth herein will use such information in accordance with its online privacy policy (<https://privacy.thewaltdisneycompany.com/en/>). Any communication or information

transmitted to Sponsor through its Website, by email or otherwise is and will be treated as non-confidential and non-proprietary. You are providing your information to Sponsor.

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, the prize will be awarded to the authorized subscriber of the email account, not the name on the entry form.

#### **IV. HOW AND WHEN WINNERS WILL BE SELECTED AND NOTIFIED**

One (1) winner will be selected on **Thursday, October 24, 2019** via random drawing from all eligible entries received during the Entry Period. Winner's name shall also be announced on the Website on Tuesday, October 29, 2019.

Winner will be notified on or about the date of selection via the phone number or email address provided on the entry form. Failure to respond to the initial verification phone call and/or 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 may 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 any programming or performances connected with the Sweepstakes on the specified date, 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 may 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.

Odds of winning depend on number of valid entries received. Final determination of winner is always conditional on verification of eligibility and compliance with all rules and procedures.

#### **V. PRIZE**

One (1) winner shall receive the following (collectively, the "**Prize**"):

- Four (4) general admission tickets to the Junior of Fayetteville Holly Day Fair (tickets must be used on a date between November 7-10, 2019); and
- One (1) Sharp 32" LED smart TV.

**The approximate retail value ("ARV") of the Prize is \$219.99**

If the actual value of the Prize is less than the stated ARV, the difference will not be awarded.

If winner elects to attend the event without guests, no additional compensation will be awarded.

All expenses not specifically provided for herein are the winner's sole responsibility, including, but not limited to, the following (transportation, food and beverage, souvenirs/merchandise, games, TV installation, cable/streaming services, etc.). 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 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 the Prize.

## **VI. RELEASES**

By participating, entrants agree to be bound by these Official Rules and the decisions of the Sponsor, 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 ABC11, WTVD TV, the Junior League Holly Dolly Fair, 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 the sweepstakes and/or acceptance or use of the Prize.

Winner agrees that the Released Parties have not made or are in any way 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 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, 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.

To claim Prize, winner must: (a) provide proof of age, identity and residency; (b) sign and return affidavit of eligibility/compliance with Official Rules and publicity/liability release and indemnification; and (c) have their intended guest(s), if any, sign a liability/publicity release, all within the time period specified by Sponsor.

## **VII. MISCELLANEOUS; WINNER 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 will be posted on the Website for sixty (60) days after Sweepstakes end date and can be mailed by request.