# **DISNEY WISH CRUISE SWEEPSTAKES - OFFICIAL RULES**

# I. NAME OF SPONSOR(S)

KABC-TV, ABC Holding Company Inc. (hereinafter referred to as "Sponsor").

## II. ELIGIBILITY

Disney Wish Cruise Sweepstakes (the "Sweepstakes") is open only to legal United States residents who reside in the Designated Market Area ("DMA") of KABC-TV, as determined by Nielsen Media Research Services, and who are at least eighteen (18) years of age or older. The DMA of KABC-TV covers the following counties: Inyo, Kern County-East, Los Angeles, Orange, Riverside County-East, Riverside County-West, San Bernardino, and Ventura counties in the State of California.

Any individuals (including, but not limited to, employees, consultants, independent contractors, and interns) who have, within the past six (6) months, performed services for Sponsor, other television and radio stations in the DMA, or any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes or supplying a prize, and/or their respective parent, subsidiary, affiliated and successor companies, and immediate family and household members of such individuals, and any person who, within the past ninety (90) days, has been awarded a prize in any sweepstakes conducted by Sponsor, are not eligible to enter or win. "Immediate family members" shall mean parents, stepparents, children, stepchildren, siblings, stepsiblings, or spouses. "Household members" shall mean people who share the same residence at least three (3) months a year.

## III. HOW AND WHEN TO ENTER

#### NO PURCHASE NECESSARY.

Viewers should watch Eyewitness News on ABC7 Monday - Saturday starting at 6:00 am Pacific Time ("**PT**") and Sunday at 5:00 am PT and 7:00 am PT from **Saturday, October 1, 2022** through **Sunday, October 9, 2022** ("**Sweepstakes Period**"). There will be one (1) new "SECRET CODE" that appears during each show's broadcast. Check local listings.

Once you have the Secret Code, each day during the Sweepstakes Period from 6:00 am Pacific Time ("**PT**") to 10:00 am PT (each, an "**Entry Period**") you may enter the "SECRET CODE" corresponding to that day by navigating the Internet to <u>http://www.abc7.com/</u> ("**Website**"), locating the "Promotions" section of the Website, clicking on the Sweepstakes-themed image and then clicking on the link to the Sweepstakes entry form. To submit an official Sweepstakes entry, complete the Sweepstakes entry form and enter the correct "SECRET CODE".

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.

Entrants will receive one (1) entry into the Sweepstakes drawing with the submission of a correctly-spelled "SECRET CODE" by the end of the Entry Period. For example, if hypothetically the "SECRET CODE" on October 1, 2022 is "cat" the entrant has to submit "cat" (correctly spelled) by 10:00 am PT on October 1, 2022 (capitalization need not be exact, but Secret Code must be spelled correctly).

Limit one (1) Sweepstakes entry via the method listed above (each an "Entry" and collectively referred to herein as "Entries") per person for each SECRET CODE and a maximum of nine (9) Entries total during the Sweepstakes Period, regardless of how many Member accounts a person may have (as further described below). Entries remain the property of Sponsor and will not be returned or acknowledged. See timetable below for additional details about the exact dates/times of the Entry Periods, and winner selections/notifications.

To enter the Sweepstakes, you must be a registered member of One-ID ("Member").

Existing Member: As a Member, you may enter the Sweepstakes by logging into One-ID through the Website with your user name or email 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 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 (as described below), you confirm that you meet the eligibility requirements of this Sweepstakes and agree to these Sweepstakes 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 or the prize provider. 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 <a href="http://www.disnevprivacycenter.com">www.disnevprivacycenter.com</a>.

Sponsor can provide no technical support and accepts no responsibility for ensuring the receipt or successful submission of your Entry. Mass Entries or Entries generated by a 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 email or electronic Entry to be received on account of technical problems or traffic congestion on the Internet or Website, 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. 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 these Sweepstakes is subject to Sponsor's privacy policy.

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

One (1) potential winner will be selected in a random drawing conducted by representatives of Sponsor and notified on or around **October 10, 2022** by telephone or email at the email address or phone number listed in their Member account profiles. The Grand Prize winner will be announced on air **October 10, 2022 during the 6am morning news.** Odds of winning depend on the total number of valid Entries received throughout the Sweepstakes Period. Limit one (1) prize per person and only one (1) person per household can win.

Final determination of the winner is always conditional on verification of eligibility and compliance with these Official Rules and procedures. Failure to respond to the initial verification phone call and/or email within twenty-four (24) 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 one (1) business day 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 a potential winner 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 potential winner cannot attend any programming 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 winners 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.

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 email listed in the Member 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.

# V. PRIZES

One (1) prize (collectively, the "**Grand Prize**") is available consisting a four (4)-night Disney Cruise Line vacation for four (4) persons (i.e., Grand Prize Winner and up to three (3) guests, to be taken aboard the Disney Wish, and a one (1)-night stay at the Walt Disney World Resort prior to cruise.

The Disney Wish Cruise shall consist of the following:

- Four (4) roundtrip coach airfares between a major gateway airport near to the Grand Prize Winner's residence (as determined at the sole discretion of Sponsor) and Orlando International Airport in Orlando, FL (if the winner resides outside a 200-mile radius of Port Canaveral, FL)
- Round trip ground transportation from the Walt Disney World Resort to Port Canaveral, FL, and from Port Canaveral, FL to the Orlando International Airport
- A four-(4) night Cruise on the Disney Wish for four (4) persons, including:
  - One (1) stateroom aboard the Disney Wish (location/category at the discretion of Disney Cruise Line) with a maximum occupancy four (4) people;
  - All meals onboard the Disney Wish (excluding Palo Steakhouse and the adult-exclusive Fine Dining – Enchanté by Chef Arnaud Lallement)
  - Pre-paid gratuities, Taxes, Fees, and Port Expenses (as defined on the Disney Cruise Line website)

The Walt Disney World Resort stay shall consist of the following:

- Motor coach transportation for four (4) passengers from the Orlando International Airport to a Walt Disney World Resort
- One (1) standard room with a maximum occupancy of four (4) persons at a Walt Disney World Resort Hotel (resort selection at the discretion of Disney Cruise Line) for one (1) night prior to the ship's departure.

**Total ARV of Grand Prize = \$9,026.56** which includes Taxes, Fees, and Port Expenses (as defined on the Disney Cruise Line website).

Travel and lodging for the Grand Prize must be booked at least forty-five (45) days prior to the intended travel dates and must be taken from September 2, 2022 to October 27, 2023.

Block Out Dates: 11/21/22; 12/19/2022; 12/26/2022; 02/20/23; 03/13/23; 03/20/23; 04/03/23; 04/10/23; 05/29/23 (Block Out Dates at the discretion of Disney Cruise Line and subject to change)

The Grand Prize Winner and up to three (3) guests (each a "Guest"; collectively "Guests" and together with the winner, the "Group") must travel together on the same itinerary, and air transportation must be round-trip from/to the same Departure Airport/Arrival Airport (both as defined below), as chosen by Disney. Once selected by Grand Prize Winner, Guests cannot be changed without the express consent of Disney, which may be withheld for any reason.

Minors under the age of eighteen (18) not traveling with a parent or legal guardian must be accompanied by an adult over the age of twenty-one (21) in the same stateroom. The parent or guardian of any minor not traveling with a parent or guardian must appoint an adult to have custody and control over their minor and to contract on their behalf in connection with the Disney Cruise Line vacation. An appointment form will be included in the document package and must be signed by parent or legal guardian prior to embarkation at the Disney Cruise Line terminal. The Grand Prize Winner and Guests are responsible for providing proper citizenship documentation to travel which may include passports, valid alien registration card and/or necessary visas. Those without proper citizenship documentation will be denied boarding. It is the Guests' responsibility to check with their travel agent, government agencies, embassies or consulates prior to their vacation to ensure that they have proper citizenship documentation. U.S. Citizens can also visit the State Department's travel website at www.travel.state.gov, or call the U.S. National Passport Information Center at (877) 4USA-PPT for more information. Guests of all ages are strongly encouraged to obtain passports.

The Grand Prize Winner and his/her Guests will be required to execute a liability/publicity/COVID-19 release and waiver form prior to booking of any travel. Failure to return the executed release form within the specified time period will result in forfeiture of the Grand Prize. Grand Prize Winner acknowledges that he/she is solely responsible for any actions, claims or liabilities of the Group, related to any use or misuse of the prize or any prize-related activity or travel.

There may be specific instructions and requirements for all visitors to the Bahamas, which may include mandated quarantine or pre-travel testing. The Grand Prize Winner and his/her Guests are solely responsible at their own cost for staying updated on and complying with any of the latest advisories, restrictions and travel alerts that may be in place for travel to the Bahamas leading up to the planned stay. Travel requirements are subject to change.

Grand Prize fulfillment and travel are subject to certain restrictions, air travel/flight availability, and certain hotel/room availability. The Grand Prize must be booked through a travel agent as designated by Disney at least forty-five (45) days prior to arrival. Block-out dates apply. No extensions will be granted. Certain travel and lodging restrictions apply including airline carrier's regulations and conditions. Airline tickets are non- refundable, non-transferable, and are not valid for upgrades. Sponsor and Disney are not liable for any expenses incurred as a consequence of flight cancellation/delay.

All lodging will be at the risk of Grand Prize Winner and Guests. Grand Prize 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, ground transportation (other than as described above), 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 are not responsible or liable for any expenses incurred as a consequence thereof. Guests, if any, may be required to execute and return releases of liability and, where legal, publicity releases (collectively, "Guest Documents"), which must be returned with the verification documents requested of Grand Prize Winner, or Guest portion of the Prize will be forfeited.

Any damaged, lost or stolen travel vouchers or gift cards will not be replaced. Gift cards are not redeemable or exchangeable for cash (except as required by law) and are subject to all terms and conditions of use as established by issuer.

The actual value of the Grand Prize may vary depending on point of departure and fluctuations of hotel rates and airfares. Any difference between the approximate retail value and the actual cost of the/each Grand Prize will not be awarded.

If the actual value of the Prize is less than stated ARV, the difference will not be awarded. All expenses not specifically provided for herein, including transportation to and from the venue, parking and concessions (if applicable), 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.

Prize components may not be sold, traded, transferred, or refunded. Prize is not redeemable for cash. No substitution of Prize or any elements thereof is allowed, except at the Sponsor's sole discretion

## VI. <u>RELEASES</u>

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 this Sweepstakes and accepting any prize that they may win, entrants agree to release Sponsor, ABC Holding Company, Inc., 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 prizes.

Winners agree that the Released Parties have <u>not</u> 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.

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 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.

## VII. 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.

For the name of the winner, send a self-addressed, stamped envelope to: Disney Wish Cruise Sweepstakes Winner, c/o ABC7, 500 Circle Seven Drive, Glendale, CA 91201 within sixty (60) days after Sweepstakes end date.

These Official Rules will be posted on <u>abc7.com/promotions</u> for at least thirty (30) days after winner(s) are notified or announced.