

# **ABC7 GAS CARD GIVEAWAY SWEEPSTAKES - OFFICIAL RULES**

## **NO PURCHASE NECESSARY TO ENTER OR WIN**

### **I. NAME OF SPONSOR(S)**

KABC-TV, ABC Holding Company Inc. (hereinafter referred to as "**Sponsor**"), 500 Circle Seven Drive, Glendale, CA 91201.

### **II. ELIGIBILITY**

ABC7 Gas Card Sweepstakes (the "**Sweepstakes**") is open 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 greater Los Angeles area, 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 (subject to the conditions stated below). "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**

Viewers should watch Eyewitness News on ABC7 each weekday starting at 4pm Pacific Time ("**PT**") on **Wednesday, December 20, 2023** through **Wednesday, December 27, 2023** ("**Sweepstakes Period**"). The Sweepstakes Period shall be divided into five (5) separate entry periods (each, an "Entry Period" and collectively, the "Entry Periods"), as described below. Check local listings. There will be one (1) "SECRET CODE" that appears each day **Monday thru Friday** during each show's broadcast at **4pm PT**. There will be no show on Monday, December 25, 2023 and therefore no Secret Code for that day or corresponding prizes.

Following each broadcast, you may enter the "SECRET CODE" corresponding to that broadcast by navigating the Internet to <http://www.abc7.com/promotions> ("**Website**"), clicking on the Sweepstakes-themed image and then clicking on the link to the Sweepstakes entry form between 4pm PT and 8pm PT that day. To submit an official Sweepstakes entry, complete the Sweepstakes entry form and enter the correct "SECRET CODE" for that day.

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 A 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 corresponding Entry Period. For example, if hypothetically the "SECRET CODE" on December 19 is "cat" the entrant has to submit "cat" (correctly spelled) by 8pm PT on December 19, 2023 (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 during each Entry 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. There shall be a maximum of five (5) Entries submitted in total per person throughout the duration of the Sweepstakes Period (i.e., one (1) Entry per daily Entry Period).

**TO ENTER THIS SWEEPSTAKES, YOU MUST:** Be a registered member of One-ID ("**Member**")

**Existing Member:** As a Member, you may enter the Sweepstakes by logging into OneID 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 <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 (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 [www.disneyprivacycenter.com](http://www.disneyprivacycenter.com).

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**

At the conclusion of each Entry Period, five (5) potential winners will be selected in a random drawing conducted from among all eligible entries received for the corresponding Entry Period. Non-winning entries will not roll over to subsequent Entry Period drawings, if any. Potential winners will be notified on or around the date of selection by telephone or email at the email address or phone number listed in their Member account profiles. Odds of winning depend on the total number of valid Entries received during the corresponding Entry Period. Limit one (1) Prize per person and only one (1) person per household can win.

Final determination of the winners is always conditional on verification of eligibility and compliance with these Official Rules and procedures.

Failure to respond within twenty-four (24) hours after initial notification message to a potential winner or return of the notification as undeliverable after two (2) attempts may result in disqualification and award of the prize to an alternate winner. Potential winners will be required to complete, sign and return within three (3) business days of transmission, an Affidavit of Eligibility, Release and Indemnification, and a Publicity Release where allowed by law, and any other documentation required by Sponsor (collectively, "**Verification Documents**"). If potential winners do 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 any prize notification or prize is returned as non-deliverable, if a potential winner is found to be ineligible or otherwise not in compliance with these Official Rules, or if a potential winner cannot or does not accept the prize for any reason, prize may be forfeited and such 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.

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

#### **V. PRIZE(S)**

Twenty-five (25) Prizes are available (five (5) per Entry Period). Each Prize consists of a One Hundred dollar (\$100) gas card (the "**Prize**"). Gas cards subject to separate terms and conditions imposed by issuer.

**Total ARV of all Prizes being awarded = \$2,500.00**

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. All Prizes will be awarded provided a sufficient number of eligible entries are received.

## **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 this Sweepstakes and accepting any prize that they may win, entrants agree to release KABC-TV, ABC Holding Company Inc., American Broadcasting Companies, 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 Prize, including, without limitation, potential exposure to COVID-19 at the Prize-related event.

Winners agree that the Released Parties have not made or 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. Any and all warranties and/or guarantees on a prize, if any, are subject to the ticket issuer's terms and therefore winners agree to look solely to such ticket issuer 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 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.

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 California, without regard for conflicts of law doctrine of California or any other jurisdiction, and all proceedings shall take place in the County of Los Angeles.

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 names of the winners, send a self-addressed, stamped envelope to: ABC7 Gas Card Sweepstakes, 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 [abc7.com/promotions/](http://abc7.com/promotions/) for at least thirty (30) days after winners are notified or announced.