

## DISNEY WISH CRUISE 2023 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, Disney Destinations (“**Disney**”) 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 “On the Red Carpet Presents: Wish” airing on select ABC stations or stream it at OnTheRedCarpet.com during the Sweepstakes Period. Then, starting at 12:01pm Pacific Time (“**PT**”) on November 17, 2023 and ending at 11:59am PT on December 1, 2023 (“**Sweepstakes Period**”) you may enter the “**SECRET CODE**” by navigating the Internet to DESTINATION.ABC (“**Website**”). 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**.” For example, if hypothetically the “**SECRET CODE**” is “cat” the entrant has to submit “cat” (correctly spelled, capitalization need not be exact).

Limit one (1) Sweepstakes entry via the method listed above (each an “**Entry**” and collectively referred to herein as “**Entries**”) per person 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.

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 <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**

One (1) potential winner will be selected in a random drawing conducted by representatives of Sponsor and notified on or around **December 3, 2023** by telephone and/or email at the email address or phone number listed in their Member account. Odds of winning depend on the total number of valid Entries received throughout the Sweepstakes Period.

Final determination of the winners 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 winners 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 is available consisting of the following (collectively, the "**Grand Prize**"):

- Four (4) roundtrip economy class airfares between a major gateway airport near to the Grand Prize Winner's residence 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 of 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 (resort selection at the discretion of Disney Cruise Line) stay shall consist of the following for one (1) night prior to the ship's departure:

- 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

The approximate retail value ("ARV") of the Grand Prize is \$11,647.48.

All costs and expenses not expressly stated in the Grand description above are excluded and solely the responsibility of winner or guests, including but not limited to:

- Shore excursions
- Travel insurance
- Laundry service
- Spa treatments
- Alcoholic and specialty non-alcoholic beverages (including specialty coffee)
- Individually charged snacks and treats (including but not limited to movie popcorn, packaged candy, ice cream, gelato, pastries, and bar snacks)
- Local and long distance telephone calls
- Ship to shore communications including internet
- Merchandise and souvenirs
- Tips and gratuities not specifically set forth above

**Travel for Grand Prize must be booked at least forty-five (45) days prior to the intended travel dates and must occur between January 8, 2024 to December 20, 2024** If travel is not completed by December 20, 2024 the prize will be forfeited without compensation of any kind. No changes will be made to travel details once any element(s) of the travel arrangements have been booked except in Disney's sole discretion. Block-out dates may apply. Travel dates and accommodations are subject to availability; certain restrictions and block-out dates may apply. Disney reserves the right to change the allowable travel dates, cruise ship or any other component of the Grand Prize, for any reason and in its sole discretion. No substitution of Grand Prize or any elements thereof is allowed, except at Disney's sole discretion. Ports of call, offerings and experiences onboard are subject to change, availability and cancellation without notice.

Block Out Dates: **2/19/2024, 3/11/2024, 3/25/2024, 4/1/2024, 6/10/2024, 6/17/2024, 6/24/2024, 7/1/2024, 7/8/2024, 7/15/2024, 7/22/2024, 7/29/2024, 11/25/2024.** Block Out Dates at the discretion of Disney Cruise Line and subject to change.

- Grand Prize components may not be sold, traded, transferred, or refunded. Grand Prize is not redeemable for cash. Grand Prize is non-commissionable.
- Grand Prize is for the winner and up to three (3) guest(s) of the winner's choosing. Once selected by the winner, guests cannot be changed without the express consent of Disney, which may be withheld for any reason. If the winner chooses to bring less than the allotted number of guests, the Grand Prize will be awarded in increments suitable for the actual number of participants with no substitute Grand Prize or compensation provided to the winner.
- The winner and guests must travel together on the same itinerary, and air transportation must be round-trip from/to the Departure Airport (with possible layovers). Disney will determine airline and flight itinerary in its sole discretion.

Airline carrier's regulations and conditions apply to air travel. Airline tickets are nonrefundable, non-transferable, and are not valid for upgrades.

- Actual value of the prize awarded depends on a number of factors, including booking and travel dates and the number of travelers, and therefore may be lower or higher than the estimated value at the time it is fulfilled. If the actual value of the prize is less than the stated estimated value, the difference will not be awarded. The winner will not receive compensation for any element(s) of the Grand Prize that any participant is unable to use for any reason, and such unused portion(s) of the Grand Prize will be forfeited.
- No refund or compensation will be made in the event of the cancellation or delay of any flight or cruise (as applicable). Disney/Sponsor are not liable, including for any costs or expenses, if any component of the Grand Prize is delayed, postponed or cancelled for any reason and winner will not be reimbursed, and no substitution will be provided except as in Disney's sole discretion.
- Photo identification and credit card in good standing or cash deposit may be required at hotel check-in for incidental charges (e.g., room service, use of telephone/IT services, laundry and all other optional extra services not provided in the prize).
- The 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. The winner and each guest are responsible for ensuring that they have proper citizenship documentation.
- The winner and each guest will be required to execute a liability/publicity release and waiver form prior to booking of any travel. The winner and each guest will also be required to sign the Disney Cruise Line cruise contract before embarkation (the "**Cruise Contract**"). The Cruise Contract is available at [www.disneycruise.com/cruisecontract](http://www.disneycruise.com/cruisecontract). Failure to return the executed release form or to accept and sign the Cruise Contract within the specified time periods will result in forfeiture of the Grand Prize. Winner acknowledges that they are solely responsible for any actions, claims or liabilities of their travel party, related to any use or misuse of the Grand Prize or any related activity or travel.
- Health and safety measures and operational guidelines, ports of call and offerings may change at any time without notice. Certain onboard venues, experiences and other offerings may be modified or unavailable, will have limited capacity and will be subject to limited availability, advance reservations or even closure.
- In the event the winner and/or guest(s) engage in behavior that, as determined by Disney in its sole discretion, is obnoxious or threatening, illegal, is intended to annoy, abuse, threaten or harass any other person, or is contrary to Disney's health and safety protocols, rules or policies in effect at the time of the Grand Prize, Disney reserves the right to terminate the Grand Prize or other applicable experience early, in whole or in part, and send the winner and/or guest(s) home with no further compensation. The winner acknowledges and agrees to be solely responsible for any actions, claims or liabilities of any member of the group.
- Disney, its parent, related, affiliated, and subsidiary companies and their respective officers, directors agents, employees and assigns shall be released and discharged from any and all legal claims, losses, injuries, demands, damages, actions, and/or causes of actions that arise out of and/or in any way related to the prize, the receipt, use and/or enjoyment of the prize and/or the promotion.
- 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 Grand Prize. 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.
- Grand Prize is awarded "as is" with no warranty or guarantee, expressed or implied, being provided by Disney.
- Grand Prize fulfillment is subject to restrictions. Failure to accept the Grand Prize within the indicated time period may result in forfeiture.
- 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 the Grand Prize, if valued at \$600 or more. The Grand Prize may be subject to applicable withholding requirements. Winner may receive and be required to sign other tax documents.
- 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 the Prize due to reasons beyond Sponsor's control, and is not responsible or liable for any expenses incurred as a consequence thereof. Prize event is subject to cancellation. If a winner chooses to attend the event with no

guest, the remaining elements of the Prize shall constitute full satisfaction of Sponsor's obligation to winner and no additional compensation will be awarded.

Prize components may not be sold, traded, transferred, or rescheduled to dates not within the fulfillment period set forth above, or refunded. Prizes are not redeemable for cash. Sponsor will not replace any lost, mutilated or stolen tickets.

## **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 Sponsor, ABC Holding Company, Inc., Disney, 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 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.

Entrants authorize Sponsor, Disney and their designees 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 2023 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 [abc7.com/promotions](http://abc7.com/promotions) for at least thirty (30) days after winner(s) are notified or announced.