AULANI VACATION 2019 SWEEPSTAKES - OFFICIAL RULES

I. NAME OF SPONSOR(S)

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

Disney® Resort (hereinafter referred to as "Prize Provider").

II. ELIGIBILITY

The Aulani Vacation 2019 Sweepstakes (the "Sweepstakes") is open only to legal 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, Disney® Resort, 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.

To enter the Sweepstakes, viewers should watch *Eyewitness News* at **6am** Pacific Time ("PT") beginning weekdays on **Monday**, **December 2**, **2019** through **Friday**, **December 6**, **2019** ("**Week 1**"), and *Eyewitness News* at **5am** PT from **Monday**, **December 9**, **2019** through **Friday**, **December 13**, **2019** ("**Week 2**") for daily opportunities to enter and win. Check local listings. There will be one (1) daily "**SECRET CODE"** scheduled to appear onscreen once during each show's broadcast.

Starting at **6am PT** on **Monday, December 2, 2019** and ending at **9am PT** on **Friday, December 13, 2019** (the "**Sweepstakes Period**") you may enter the daily "SECRET CODE" by navigating the Internet to http://www.abc7.com ("**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) official "**Entry**" into the Sweepstakes drawing with the submission of a correctly spelled "SECRET CODE" by the end of a Sweepstakes day (as further described below). For example, if hypothetically the "SECRET CODE OF THE DAY" on December 2nd is "cat" the entrant has to submit "cat" (correctly spelled) by 10 am PT on December 2nd (capitalization need not be exact).

Limit one (1) Entry via the method listed above per person per day during the Entry Period, regardless of how many email addresses or Member accounts a person may have (as further described below). Each entrant is limited to a maximum of ten (10) Entries per person for this Sweepstakes. For the purposes of this Sweepstakes, all daily Entries for Week 1 must be received by 10am that same day and all daily Entries for Week 2 must be received by 9am (see timetable below for further details). Entries must be received during the applicable entry period, as set forth in the table below. Entries remain the property of Sponsor and will not be returned or acknowledged.

Week 1: December 2-6, 2019

Secret Code Broadcast	Entry Deadline
Secret Code 1: 12/2 starting at 6am PT	Entries must be received by 12/2 at 10am PT
Secret Code 2: 12/3 starting at 6am PT	Entries must be received by 12/3 at 10am PT
Secret Code 3: 12/4 starting at 6am PT	Entries must be received by 12/4 at 10am PT
Secret Code 4: 12/5 starting at 6am PT	Entries must be received by 12/5 at 10am PT
Secret Code 5: 12/6 starting at 6am PT	Entries must be received by 12/6 at 10am PT

Week 2: December 9-13, 2019

Secret Code Broadcast	Entry Deadline
Secret Code 6: 12/9 starting at 5am PT	Entries must be received by 12/9 at 9am PT
Secret Code 7: 12/10 starting at 5am PT	Entries must be received by 12/10 at 9am PT
Secret Code 8: 12/11 starting at 5am PT	Entries must be received by 12/11 at 9am PT
Secret Code 9: 12/12 starting at 5am PT	Entries must be received by 12/12 at 9am PT
Secret Code 10: 12/13 starting at 5am PT	Entries must be received by 12/13 at 9am PT

For purposes of these Official Rules, all times and days are Pacific Time. Sponsor's computer is the official time-keeping device for the Sweepstakes. 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 emails shall subject ABC's Privacy Policy, such be to available at 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. In the event of a dispute over an electronic Entry, prize(s) will be awarded to the owner of the Member account, not the name on the entry form. 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

On **Friday, December 13, 2019**, one (1) potential Grand Prize winner and ten (10) potential Secondary Prize winners will be selected via a random drawing from among all eligible Entries received throughout the Sweepstakes Period. 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. 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 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 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, 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 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 take a trip connected with the Sweepstakes on the specified date(s), 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. PRIZE

Grand Prize: One (1) winner (the "**Grand Prize Winner**") shall receive a trip for Grand Prize Winner and three (3) guests ("**Trip**") to the Aulani, A Disney Resort & Spa located at, 92-1185 Ali'inui Dr, Kapolei, HI 96707 ("**Resort**"). Trip includes each of the following (collectively, the "**Grand Prize**"):

- Roundtrip economy-class airfare for four (4) to Honolulu from a Los Angeles-area airport (exact flights and route to be determined by Prize Provider, in its sole discretion);
- A voucher for four (4) roundtrip ground transfers between the Honolulu International Airport and the Resort;
- Quadruple-occupancy room accommodations (i.e., one (1) standard room with a maximum capacity of four (4) persons) for four (4) nights at the Resort; and
- \$200 Resort Credit.

Approximate retail value ("ARV") of Grand Prize = \$5,125

Secondary Prize: Ten (10) Secondary Prize winners will each receive a \$100 Disney Gift Card.

Total ARV of all prizes awarded: \$6,125.

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

Grand Prize Trip must be taken within one (1) year of the conclusion of the Entry Period (i.e., by December 13, 2020). Trip must be scheduled with Prize Provider within three (3) months of Grand Prize Winner verification by Sponsor. Grand Prize Winner and guests must travel on the same itinerary. Blackout dates apply.

Final actual value at time of booking and travel may be substantially more or less depending on the dates of travel, point of origin and ticket availability. Some restrictions apply. Airline tickets issued in conjunction with the Grand Prize are not eligible for frequent flyer miles, and no code share flights may be used. Sponsor and/or Prize Provider reserve the right to structure the travel route, on their selected carrier for air travel from a major airport near Grand Prize Winner's residence, in their sole discretion. All aspects of the travel portion of the Grand Prize must be conducted on the dates within the range of options provided by Sponsor and/or Prize Provider, in their sole discretion. Sponsor and/or Prize Provider shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels and/or other transportation companies or any other persons providing any of these services or accommodations. Sponsor and/or Prize Provider shall not be liable for any loss or damage to baggage. Grand Prize Winner must possess all required travel documents, including a valid photo ID.

Winners are solely responsible for all expenses and costs associated with acceptance and/or use of any prize not specifically stated herein, 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 deem necessary or desirable under applicable federal, state and local tax laws, rules, regulations, codes or ordinances.

Sponsor and/or Prize Provider shall have no responsibility or liability for cancellations, delays, or any other change by any company or person providing any element of Grand Prize due to reasons beyond Sponsor and/or Prize Provider's control, and are not responsible or liable for any expenses incurred as a consequence thereof.

If Grand Prize Winner chooses to attend the Trip with no guest(s), the remaining elements of Grand Prize shall constitute full satisfaction of Sponsor and/or Prize Provider's obligation to Grand Prize Winner and no additional compensation will be awarded. Guests, if any, may be required to execute and return releases of liability and, where legal, publicity releases, which must be returned with the Verification Documents, or such guest's portion of the Grand Prize will be forfeited. In the event Sponsor wishes to bring a minor as a travel companion, such minor's parent/legal guardian must also be present on the Trip.

Federal, state and local taxes, if any, are the sole responsibility of each 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 rescheduled to dates not within the fulfillment period set forth above, or refunded. Prize is not redeemable for cash. Sponsor will not replace any lost, mutilated or stolen tickets, vouchers or gift cards. Sponsor may, in its sole discretion, substitute prizes of greater or equal value.

In the event Grand Prize winner and/or guest(s) engage in behavior that (as determined by Sponsor in Sponsor's sole discretion) is obnoxious or inappropriate, threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the Trip or other applicable experience early, in whole or in part, and send Grand Prize Winner and/or guest(s) home with no further compensation.

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® Resort, 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.

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 winners 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 names of the winners, send a self-addressed, stamped envelope to: *Aulani Vacation 2019 Sweepstakes,* c/o ABC7, 500 Circle Seven Drive, Glendale, CA 91201 within sixty (60) days after Sweepstakes Period.

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.