

The Game Set Bermuda Sweepstakes
OFFICIAL RULES

To enter and participate in this Sweepstakes, you must agree to and abide by these Official Rules.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. You must have Internet access and an active e-mail account to participate.

The “*Game Set Bermuda Sweepstakes*” (the “**Sweepstakes**”) is open only to legal U.S. residents, 25 years of age or older as of the date of entry, living within the following territory: (i) the Designated Market Area (“**DMA**”) (i.e., the viewing area) of the local affiliate ABC station in New York (WABC-TV/New York); (ii) the DMA of the local affiliate ABC station in Boston (WCVB-TV/Boston); and (iii) the following select “**Additional Counties**” that surround the foregoing DMAs: New York – Delaware and Greene Counties; Massachusetts – Worcester County; Connecticut – New Haven County; New Jersey – Mercer County; Pennsylvania – Lackawanna and Wayne Counties.

For a complete list of states/counties included in the respective DMA of WABC-TV/New York and WCVB-TV/Boston, visit www.GameSetBermuda.com.

For purposes of this Sweepstakes, the DMA of the local affiliate ABC station in New York (WABC-TV/New York) along with the Additional Counties in New York, New Jersey, Connecticut and Pennsylvania are referred to collectively as the “**New York Territory**.” In addition, the DMA of the local affiliate ABC station in Boston (WCVB-TV/Boston) along with the Additional County in Massachusetts (i.e., Worcester County) are collectively referred to as the “**Boston Territory**.”

THERE WILL BE SIX (6) TOTAL GRAND PRIZE WINNERS SELECTED IN TWO (2) RANDOM DRAWINGS. THREE (3) GRAND PRIZE WINNERS WILL BE RANDOMLY SELECTED FROM AMONG ALL ELIGIBLE ENTRIES RECEIVED FROM ENTRANTS IN THE NEW YORK TERRITORY, AND THREE (3) GRAND PRIZE WINNERS WILL BE RANDOMLY SELECTED FROM AMONG ALL ELIGIBLE ENTRIES RECEIVED FROM ENTRANTS IN THE BOSTON TERRITORY.

1. **Sponsor:** American Broadcasting Companies, Inc., 77 West 66th Street, New York, NY 10023 (“**ABC**” or “**Sponsor**”).
2. **Administrator:** CSM Sports and Entertainment, Inc., 440 9th Avenue, 17th Floor, New York, NY 10001.

Eligibility: Sweepstakes is open only to legal U.S. residents, 25 years of age or older as of the date of entry, living within the following territory: (i) the DMA of the local affiliate ABC station in New York (WABC-TV/New York); (ii) the DMA of the local affiliate ABC station in Boston (WCVB-TV/Boston); and (iii) the following select Additional Counties that surround the foregoing DMAs: New York – Delaware and Greene Counties; Massachusetts – Worcester County; Connecticut – New Haven County; New Jersey – Mercer County; Pennsylvania – Lackawanna and Wayne Counties.

For a complete list of states/counties included in the respective DMA of WABC-TV/New York and WCVB-TV/Boston, visit www.GameSetBermuda.com.

Any individuals (including but not limited to employees) who have, within six (6) months prior to the start date of the Sweepstakes, performed services for Sponsor, Administrator, Bermuda Tourism Authority, the United States Tennis Association and its family of companies (collectively, “**USTA**”), any of the participating ABC-TV affiliate stations, ESPN, any organizations responsible for sponsoring, fulfilling, administering,

advertising or promoting the Sweepstakes or supplying the a prize, and/or their respective parent, subsidiary, related, affiliated and successor companies, and immediate family and household members of such individuals, are not eligible to enter or win. **"Immediate family members"** shall mean parents, step-parents, children, step-children, siblings, step-siblings, grandchildren, step-grandchildren, or spouses, regardless of where they live. **"Household members"** shall mean people who share the same residence at least three (3) consecutive months a year, whether related or not. Void outside of the Territory, and where prohibited or restricted by law.

3. **Sweepstakes Entry:** The Sweepstakes begins on or about 12:01:00 a.m. ET on August 31, 2020 and ends at 11:59:59 p.m. ET on September 30, 2020 ("**Promotion Period**"). Sponsor's computer is the official clock for the Sweepstakes.

You must be a registered member of ABC.com, ESPN.com or related websites on the Disney.com registration system (each, a "**Member**") in order to enter. Internet access and a valid email address are required in order to become a Member.

Existing Member: As a Member, you may enter the Sweepstakes by visiting www.GameSetBermuda.com ("**Website**") and logging in with your Member account user name ("**User Name**") or email address ("**Address**") and password. Click the "Enter Now" button to log in.

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 by clicking on the "Enter Now" or similar section on the Website. By creating a Member account, you acknowledge your agreement to the Terms of Use, available at www.disneytermsofuse.com.

In addition to logging in to your Member account, to enter, you will be asked to supply your full name, email and phone number. You must click the check box signifying that you meet the eligibility requirements for this Sweepstakes and have read and agree to these Official Rules. If you do not check the box indicating your agreement to the above, you will not be entered in the Sweepstakes and cannot win a prize. Click the "Submit" or similar button on the Website to complete your entry.

During the registration and entry process, you may be asked to consent to receive promotional e-mails and reminder e-mails from ABC, other members of the Walt Disney family of companies and/or third parties. Consenting to receive promotional or reminder e-mails is optional and does not have to be agreed upon in order to be eligible to participate in the Sweepstakes and does not improve chances of winning. In the event you do consent to receive these e-mails, the use of such e-mails shall be subject to the privacy policy of the entity requesting your consent, and you may opt out of receiving these e-mails at any time.

Limit one (1) entry per person, per day, regardless of the number of e-mail Addresses or accounts a person may have. For the purposes of this Sweepstakes, a "day" is defined as beginning at 12:00:00 a.m. (midnight) ET and ending at the following 11:59:59 p.m. ET (except for the first day of the Promotion Period, which begins at 12:01:00 a.m. ET and ends at 11:59:59 p.m. ET).

Multiple entries in excess of this limitation or mass entry attempts will result in disqualification of all entries by such person. Entries must be manually key-stroked by the entrant; use of automated entry devices or programs, or entries by third parties, are prohibited. Incomplete entries will be disqualified. Proof of entering information at the Sweepstakes website or on the entry form is not considered proof of delivery to or receipt by Sponsor of such entry. Personal information collected in connection with this Sweepstakes will be treated in accordance with ABC's privacy policy, available at <https://privacy.thewaltdisneycompany.com/en/>

If for any reason the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud or technical failures beyond Sponsor's control 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 terminate, modify or suspend the Sweepstakes. In such event, Sponsor reserves the right to conduct the Sweepstakes and award the prizes by means of a random drawing comprised of all eligible Entries received prior to and/or after (as appropriate) the action taken by Sponsor or otherwise award the prizes in a manner which is fair, appropriate and consistent with these Official Rules, or to terminate the Sweepstakes and not award the prizes, as determined by Sponsor in its sole discretion. Notice of termination/modification/suspension of the Sweepstakes will be posted on the Website. Without limitation of any other term here, Sponsor and its agencies are not responsible for failed, partial or garbled computer transmissions, technical failures of any kind (including but not limited to electronic malfunction or damage of any network, hardware or software), any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or loss, 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 e-mail or electronic entry to be received on account of technical problems or traffic congestion on the Internet or at any 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 this Sweepstakes.

Entrants further agree not to knowingly damage or cause interruption of the Sweepstakes and/or prevent others from participating in the Sweepstakes. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY ENTRANT MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.

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 e-mail account included in the Entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

4. **Random Drawings and Odds:** Potential winners (each a "**Potential Winner**", collectively "**Potential Winners**") will be selected via two (2) random drawings, on or about October 1, 2020 as follows: three (3) Grand Prize Winners will be randomly selected from among all eligible entries received from the New York Territory, and three (3) Grand Prize Winners will be randomly selected from among all eligible entries received from the Boston Territory. The random drawings will be conducted by CSM Sports and Entertainment, Inc., an independent judging organization/Administrator whose decisions are final and binding on all matters related to the random drawings.

Odds of winning depends on total number of eligible Entries received during the Promotion Period from the New York Territory and the Boston Territory, respectively, for the corresponding random drawings.

Potential Winner Notification: Potential Winners will be contacted by telephone and/or e-mail on or about October 1, 2020. Failure to respond to the initial notification phone call and/or e-mail within three (3) business days after initial notification to the Potential Winner will result in disqualification. In the initial notification or via a subsequent

communication, Potential Winners may be required to complete, sign and return within a specified time period: an Affidavit of Eligibility, Release and Indemnification; a Publicity Release (where allowed by law); a W-9 Form; and any other documentation required by Sponsor (collectively, "**Winner Documents**"). If Potential Winner does not respond to the initial notification within three (3) business days as set forth above; if Winner Documents are not returned within the specified time period; if a Potential Winner cannot travel on the designated dates to attend the Event (as defined below); 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, the prize may be forfeited and the Potential Winner will be disqualified without compensation of any kind. In such event, an alternate Potential Winner may be selected in a random drawing from remaining eligible Entries received for the New York Territory or the Boston Territory (as applicable), at Sponsor's sole discretion after making reasonable efforts to contact one or more Potential Winners.

Persons selected by the Grand Prize Winner (as defined below) as his/her guests must be at least 25 years of age or older and must also sign and return a travel release within the same time period as provided above for the Potential Grand Prize Winner to execute and return the Winner Documents.

5. Prizes and Approximate Retail Values ("ARV"):

Grand Prize ("Grand Prize Winner") – three (3) Grand Prize Winners from the New York Territory and three (3) Grand Prize Winners from the Boston Territory (six (6) total Grand Prize Winners). Each Grand Prize Winner will receive a 4-day/3-night trip for winner and one (1) guest to Bermuda and two (2) tickets to the Courts and Shorts Weekend Tournament ("**Event**"), which is currently scheduled to take place on Friday, April 16, 2021 and Saturday, April 17, 2021 in Bermuda. **ARV of each Grand Prize is \$2,605.00.**

The Grand Prize also includes: coach-class air transportation for the Grand Prize Winner and one (1) guest to Bermuda area airport from an airport near winner's residence; three (3) nights' hotel accommodations (one room, double occupancy) at a hotel of Sponsor's choosing; and roundtrip ground transportation between the Bermuda area airport and hotel.

The total ARV of prizes is \$15,630.00.

If Grand Prize Winner is unable to travel to Bermuda on the designated dates corresponding to the Event – Thursday April 15, 2021 through Sunday April 18, 2021 – for any reason, Grand Prize will be forfeited in its entirety and Grand Prize will be awarded to an alternate winner as per Section 4 above, provided sufficient time remains prior to Event. In the event the Grand Prize Winner is able to participate in the Grand Prize trip during the dates designated by Sponsor but Event does not or cannot take place as scheduled or at all, for reasons including but not limited to cancellations, postponement, location changes, security considerations, an event of force majeure, or for any other reason, then Sponsor reserves the right to award the remainder of the prize in full satisfaction of Sponsor's obligations hereunder and with no further obligation to the winner.

Grand Prize Winner and/or his/her guest must follow all instructions of Sponsor and its designees relative to the Grand Prize trip. Such instructions may include but are not limited to requirements regarding acceptable attire for winner and guest (to attend Event). Should the Grand Prize winner and/or his/her guest fail to adhere to any such instructions or engage in unruly, illegal, threatening, or otherwise inappropriate behavior (as determined by Sponsor in its sole discretion), Sponsor and its designees reserve the right, without further notice or warning, to terminate the trip or other applicable experience early, in whole or in part, and send Grand Prize winner and/or winner's guest home and/

or take other actions as Sponsor deems appropriate in its sole discretion without any liability or other obligation to winner or guest. Failure to do so may result in forfeiture of the Event portion of the Grand Prize. Event reserves the right to suspend or cancel the participation of the winner or guests due to non-compliance with any security procedure or inappropriate behavior or misconduct.

Grand Prize Winner is solely responsible for all other expenses not specified herein, including but not limited to meals; travel insurance; room service; laundry service; spa treatments; local and long distance telephone calls; merchandise and souvenirs; incidental expenses; tips and gratuities; activities and any other ground transportation not expressly included in the prize description above, luggage fees; additional taxes which are not expressly included in the prize trip and all other costs and expenses not otherwise mentioned herein. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. Grand Prize Winner and guest are solely responsible for any travel documentation (including a valid passport and visa) and related requirements and for determining applicable procedures and restrictions. Grand Prize Winner may be required to present a valid photo ID, passport and/or credit card at the airport and at the hotel at the time of check-in. Grand Prize Winner and guest must provide own transportation to and from departure airport. Event tickets are non-transferable, non-assignable, may not be used for any trade or promotional purposes, and have no retail value. Notwithstanding any other term or condition contained herein, Sponsor makes no guarantee that Event will not be cancelled or postponed, and Sponsor shall have no liability related thereto, financial or otherwise.

If Grand Prize Winner travels alone, prize will be awarded in increments only for actual number of travelers; i.e., the winner only. But, the Grand Prize Winner will not receive any substitute prize or compensation in conjunction therewith.

Grand Prize Winner is not entitled to exchange, substitute or transfer prize or portions thereof except with Sponsor's permission or where required by law. Grand Prize Winner and guest must travel together on same itinerary. Grand Prize Winner and guest assume the risk of any inherent or unforeseen dangers associated with travel. All air transportation tickets are subject to the vagaries of flight variation, work stoppages and schedule or route changes. Sponsor is not liable for any expenses or missed prize elements resulting from flight cancellation/delay. ARV may vary depending upon points of departure and destination and fare fluctuations. Prize elements may be subject to additional restrictions. If for any reason announced prize (or prize component) becomes unavailable, Sponsor may award a substitute prize/prize component of equal or greater value (excluding the Event prize component, as discussed above). Prize is not redeemable for cash. **All federal, state and local taxes are the sole responsibility of the Grand Prize Winner, who will receive an IRS Form 1099 reflecting the final actual value of his/her prize.**

- 6. Conditions and Limitations of Liability:** By participating, each entrant agrees: (a) to be bound by these Official Rules and the decisions of Sponsor and Administrator, which shall be final and binding in all respects; and (b) to release, discharge and hold harmless ABC, Bermuda Tourism Authority, USTA, WABC-TV/New York, WCVB-TV/Boston, ESPN, Administrator, Facebook, Inc., Twitter, Inc., each of their respective advertising and promotion agencies and prize suppliers, any entity responsible for the administration of this Sweepstakes, each of the foregoing entities' respective parent, subsidiary, related, affiliated and successor companies, and each of their respective officers, directors, agents, representatives and employees (collectively, the **"Released Parties"**) from any and all actions, claims, injury, loss, or damage, including, without limitation, death and bodily injury, arising in any manner, directly or indirectly, in whole or in part, from participation in this Sweepstakes or any Sweepstakes-related activity (including without limitation, any travel related thereto), and/or from entrant's acceptance, receipt, use, or misuse of the Grand Prize or any component thereof (including without limitation, any failure to pay taxes thereon).

By accepting the Grand Prize, the Grand Prize Winner and Grand Prize Winner's guest grant Sponsor and its designees permission to use his/her name, voice, likeness, photograph, Grand Prize information, biographical data and city and state of residence on a winner's list (if applicable) and for programming, publicity and promotional purposes, worldwide in all forms of media now known or hereafter developed, in perpetuity, without further compensation unless prohibited by law. Sponsor and its designees are 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 discretion, without further obligation or compensation. Upon accepting the Grand Prize, the Grand Prize Winner and the Grand Prize Winner's guest agree to timely execute any documentation required by Sponsor related to the rights granted above. The Sweepstakes is subject to the laws of the United States only. All federal, state and local laws and regulations apply. All Entries become the property of Sponsor and will not be acknowledged.

7. **Disputes; Arbitration/Choice Of Law:** Except where prohibited, entrants agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or the awarding of the prizes/determination of the Grand and First Prize Winners, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Rules of JAMS, then effective (notwithstanding the foregoing, entrant shall not be precluded from seeking relief in small claims court for disputes/claims within the scope of the jurisdiction of small claims court and any remedies available to entrant under applicable federal, state or local law remain available to entrant and are not waived pursuant to this section); (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred (if any), including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket costs, and any and all rights to have damages multiplied or otherwise increased and any and all rights to injunctive relief. The arbitrator hearing such dispute/claim/cause of action shall be neutral and the entrant will have a reasonable opportunity to participate in the selection of the arbitrator. Such arbitration will take place at a location near the entrant's residence and the entrant has the right to an in-person hearing in the arbitration proceeding, if desired. The arbitration will allow for the discovery and/or exchange of non-privileged information between entrant and Sponsor. Should an entrant initiate arbitration pursuant to this section, the entrant shall be responsible for JAMS's fees to do so (approximately, \$250), with all other costs of such arbitration being borne solely by Sponsor. If entrant is a California resident and Sponsor prevail in such arbitration, such entrant will not be responsible for Sponsor's costs and fees in conjunction with the arbitration proceeding; BUT, IN ALL OTHER CASES, ENTRANT WILL BE RESPONSIBLE FOR SUCH COSTS/FEE'S IF REQUIRED BY THE ARBITRATOR'S RULING. For the avoidance of doubt, the requirement to arbitrate disputes pursuant to this section is reciprocal and binding both upon entrants and Sponsor. 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 New York, without regard for conflicts of law doctrine of New York or any other jurisdiction.

8. **Winners' List:** For the names of Grand Prize Winners, send an email to winnerslist@csm.com with "Game Set Bermuda Sweepstakes Winners" in the subject line, for receipt no later than October 30, 2020 at 5:00 pm ET.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook or Twitter. You understand that you are providing your information to ABC and not to Facebook Inc. or Twitter Inc.