

WENDY 2020 OTRC SWEEPSTAKES - OFFICIAL RULES

I. NAME OF SPONSOR(S)

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

II. ELIGIBILITY

Wendy 2020 OTRC Sweepstakes (the “**Sweepstakes**”) is open to legal residents of the fifty (50) United States who are at least eighteen (18) years of age, or the applicable age of majority in their state of legal residence, whichever is older, at the time of entry.

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, Instagram, 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

NO PURCHASE NECESSARY.

Starting at 10:00am Pacific Time (“PT”) on **Wednesday, July 8, 2020** and ending at 11:59 pm PT on **Monday, July 13, 2020** (“**Entry Period**”) you may enter the Sweepstakes by visiting the official On The Red Carpet Instagram page (@otrc) located at <https://www.instagram.com/otrc> (“**OTRC Instagram**”), and fulfilling the requirements listed below.

TO ENTER THIS SWEEPSTAKES, YOU MUST:

- (1) “**Follow**” the OTRC Instagram account (@otrc);
- (2) Find and “**Like**” the Sweepstakes-themed post on the OTRC Instagram feed (“**Sweepstakes Post**”); AND
- (3) Comment on the Sweepstakes Post by tagging three (3) of your friends.

A properly-submitted comment to the Sweepstakes Post during the Entry Period from followers of the OTRC Instagram account, including a “**Like**” for the Sweepstakes Post and three (3) tagged friends, shall constitute a valid “**Entry**” into the Sweepstakes. 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.

Limit one (1) Entry per person during the Entry Period, regardless of the number of Instagram accounts a person may have. Multiple Entries in excess of this limitation may result in disqualification of all Entries by such person. Sponsor, in its sole discretion, may disqualify any Entry that is deemed inappropriate, illegal or offensive, or otherwise not considered to be a valid Entry, and entrant will not be eligible to win a Prize (as defined below).

You understand that you are providing your information to Sponsor and not to Instagram, as this Sweepstakes is not sponsored, endorsed or administered by Instagram, nor is Instagram associated with this Sweepstakes in any way. Any questions, comments or complaints regarding this Sweepstakes must be directed to the Sponsor, and not to Instagram. Your Entry via Instagram posting must be created for the sole purpose of this Sweepstakes and must be posted by the entrant. Re-Grams will not be accepted. Entries must be submitted in compliance with the format set forth by Sponsor and any other requirements set forth by Instagram.

Neither Sponsor nor OTRC can provide any technical support, and accept 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 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 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 located at <http://disneyprivacycenter.com/>.

IV. HOW AND WHEN WINNERS WILL BE SELECTED AND NOTIFIED

Winners will be selected on or about 10:00am PT **Tuesday, July 14, 2020**. Twenty (20) winners will be selected from a random drawing among all eligible Entries received. Potential winners will be notified on or around the date of selection by Instagram direct message.

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. In the event the eligible entry pool is less than the amount of prizes available, Sponsor reserves the right, in its sole discretion, to award prizes to all Entries received, including to such entrants who have won a prize from Sponsor within the past ninety (90) days, but who are otherwise eligible.

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, W-9 Form, if applicable 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 the potential winners cannot attend any programming or performances connected with the Sweepstakes on the specified date (if applicable), 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 address used to create an Instagram 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(S)

Twenty (20) winners will each receive a "Wendy" Digital download code (the "**Prize**").

The approximate retail value ("**ARV**") of each Prize = **\$9.99**

Total ARV of all prizes being awarded = **\$199.80**

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. 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 Sponsor, Searchlight Pictures, ABC Holding Company, Inc., Instagram, 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 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, including, but not limited to, its quality, mechanical condition or fitness for a particular purpose. Any and all warranties and/or guarantees on a prize, if any, are subject to the manufacturer's terms and therefore winners agree to look solely to such manufacturers 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.

These Official Rules will be posted on abc7.com/5714216/ for at least thirty (30) days after winners are notified or announced.