

The Real Summer Sweepstakes

OFFICIAL RULES NO PURCHASE NECESSARY TO ENTER OR WIN.

OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA (EXCEPT FOR UTAH), WHO ARE 21 YEARS OF AGE OR OLDER AT TIME OF ENTRY.

THIS SWEEPSTAKES IS INTENDED FOR LEGAL RESIDENTS OF THE UNITED STATES (EXCLUDING UTAH) AND THE DISTRICT OF COLUMBIA ONLY, AGES 21 OR OLDER. VOID WHERE PROHIBITED. DO NOT ENTER THIS SWEEPSTAKES IF YOU ARE NOT ELIGIBLE AND ARE NOT LOCATED IN THE UNITED STATES OR THE DISTRICT OF COLUMBIA AT THE TIME OF ENTRY.

- 1. Eligibility:** The Real Summer Sweepstakes (“Sweepstakes”) is only open to persons who, as of the date of entry: (i) are twenty-one (21) years of age or older; (ii) are legal residents of the fifty (50) United States and the District of Columbia (“D.C.”) (**excluding Utah**); and (iii) have either a valid Social Security number or a valid U.S. Individual Taxpayer Identification Number. **VOID IN UTAH, PUERTO RICO, U.S. VIRGIN ISLANDS, AND OTHER U.S. TERRITORIES AND POSSESSIONS, AND WHEREVER PROHIBITED OR RESTRICTED BY LAW.** Employees, officers, directors and agents of American Broadcasting Companies, Inc. (“**Sponsor**”), Enteractive Solutions Group, Inc. (“**Sweepstakes Administrator**”), participating ABC-TV affiliate stations, E. & J. Gallo Winery, their advertising or promotion agencies, those involved in the production, development, implementation or handling of the Sweepstakes, and any agents acting for the above entities, and their respective parent companies, subsidiaries, affiliates, service providers, prize suppliers, or any other person or entity associated with the Sweepstakes (collectively “**Sweepstakes Entities**”) and members of their immediate families (i.e., a spouse, domestic partner, child, sibling, or parent) and/or persons living in the same household as such persons, whether related or not, are ineligible to enter the Sweepstakes or win the prize. The Sweepstakes is subject to all applicable federal, state, and local laws, regulations, and ordinances.
- 2. How to Enter:** The Sweepstakes begins on Monday, August 5, 2019 at 10:00 p.m. Eastern Time (“**ET**”) and ends on Sunday, August 25, 2019 at 11:59 p.m. ET (“**Sweepstakes Period**”). To enter the Sweepstakes, entrants must visit RealSummerSweeps.com (“**Website**”) and provide the following information: first name, last name, daytime phone number, and email address. Entrants must also confirm they meet the Sweepstakes eligibility requirements and confirm their agreement to these Official Rules (“**Entry Information**”). To enter, entrants must be a registered member of ABC.com, ESPN.com or related websites on the Disney.com registration system (“**Member Account**”) in order to enter. There is no fee to register for a Member Account. Once the Entry Information is submitted, each entrant (if not already logged in) will be prompted to “Log In” to his/her Member Account or non-members will select “Create Account.” Once all of the information is submitted, each entrant will receive one (1) entry into the Sweepstakes (“**Entry**”). **Entries must be received by 11:59 p.m. ET on Sunday, August 25, 2019. Limit one (1) Entry per person/per email address/per day during the Sweepstakes Period.** All required Entry Information must be completed in full, be accurate and valid. No Entry by a group or organization will be considered. By setting up a Member Account and submitting an Entry, each entrant confirms the accuracy and veracity of the statements and information contained therein and acknowledges reading, accepting, and agreeing to these Official Rules and the Sponsor’s Terms of Use located at www.disneytermsofuse.com. The Member Account information and the Entry Information must match the information of the entrant who completed the act of physically entering the Sweepstakes. Entries by the same person in excess of the limits stated herein will be disqualified. Any attempt by an entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations, logins or any other methods other than as described herein, including but not limited to commercial contest/sweepstakes subscription notification and/or entering services, will void that entrant’s entries and that entrant may be disqualified. Once submitted, Entries become the sole property of the Sponsor and will not be acknowledged or returned. **MULTIPLE ENTRIES BY THE SAME PERSON IN EXCESS OF THE LIMITS STATED**

HEREIN (AND/OR SUBMITTED USING MULTIPLE MEMBER ACCOUNTS), WILL BE DISQUALIFIED. Once an email address has been registered by an entrant, that email address cannot be used by any other person on the Website. Proof of submitting an Entry will not be deemed by the Sponsor as proof of receipt or entry into the Sweepstakes. The Website may not be accessible from all mobile phones, handheld devices, and/or tablets.

During the entry process, you may be asked to consent to receive promotional e-mails and reminder e-mails from Sponsor and/or third parties. **Consenting to receive promotional or reminder e-mails is optional, does not have to be agreed upon in order to be eligible to participate in the Sweepstakes and does not improve your chances of winning.** The Privacy Policy of any entity asking for consent to send to receive promotional e-mails and reminder e-mails will be accessible from the Website. If a person experiences any issues in attempting to enter, he/she should access the Website and enter from a desktop or laptop computer. If an entrant uses a web-enabled mobile device to participate, data rates may apply (entrants should contact their service provider for data rates/plans). Entrants should use care and not drive or operate machinery while entering the Sweepstakes. If an entrant chose to set up his/her Member Account using Facebook, he/she will be asked to allow Facebook's "Basic App Permissions," which is required in order to log in to his/her Member Account and to participate in the Sweepstakes. In addition, he/she must understand he/she is providing his/her information to the Sponsor and not to Facebook and the Sweepstakes is in no way sponsored, endorsed, administered by or associated with Facebook and Facebook is completely released of all liability in this Sweepstakes. The Sponsor has no affiliation with Facebook and no responsibility for (or control of) any matters relating to Facebook or Facebook accounts. The Sponsor's computer shall be the official clock for purposes of the Sweepstakes and all times refer to ET.

- 3. Prize/Odds of Winning: One (1) prize will be awarded.** The winner will receive a beach getaway vacation for two (2) consisting of: (a) round-trip coach class air transportation for the winner and his/her guest between a major gateway airport near the winner's residence and a beach getaway destination located in the United States or its territories; (b) a minimum of three (3) nights' accommodations (single room/double occupancy) at a hotel located near the beach getaway destination selected by Sponsor in its sole discretion; (c) ground transportation to/from the airport and the hotel; and (d) a five hundred (\$500) dollar gift card awarded to the winner only (collectively, "**Prize**").

The Prize trip destination must be within the U.S. or its territories and will be selected by Sponsor in consultation with the Prize winner. Winner must provide Sponsor with his/her destination preferences within thirty (30) days from winner notification, but the final decision on destination (and all prize components) will be made by Sponsor in its sole and absolute discretion. The Prize trip must be booked at least thirty (30) days prior to the intended travel dates and must be taken within one (1) year of winner notification.

The total approximate retail value ("ARV") of the Prize: up to (but not to exceed) \$5,000, depending on the destination and point of departure. Odds of winning the Prize depend on the total number of eligible Entries received during the Sweepstakes Period.

Alcohol beverages are not part of the Prize. The actual airline, departure/arrival airports, beach getaway destination, number of nights at the hotel, ground transportation, and the type of gift card, to be selected in Sponsor's sole discretion. The ARV for the Prize may vary depending upon the point of departure, destination, fare fluctuation, and if the winner does not opt to take a guest. Additional compensation will not be provided if the value of the Prize is less than the stated ARV. If the potential winner is not able to travel within the one (1) year time frame, he/she may be disqualified, and an alternate potential winner may be selected in Sponsor's sole discretion. The winner and his/her guest must be twenty-one (21) years of age or older. The Prize trip is subject to air/hotel/ground transportation availability, holiday and black-out dates, and all other Prize and travel restrictions, as applicable (in Sponsor's and/or prize supplier's sole discretion). The winner and his/her guest must agree to all airline and hotel requirements including but not limited to any dress code stipulation (e.g., wearing shoes, shirt), code of conduct, and/or other requirements/conditions in Sponsor's and/or prize supplier's sole discretion. Air transportation provided only if winner resides more than one-hundred (100)

miles from destination. If winner resides within one-hundred (100) miles from the destination, ground transportation (or alternative transportation) may be arranged in Sponsor's sole discretion. In addition, the winner and his/her guest are required to comply with local laws, customs and regulations during the trip. The winner and his/her guest agree that any associated or inherent risk connected with any activity he/she elects to partake in on the trip is at his/her own risk and Sponsor and the Sweepstakes Entities are not liable for any such activities or any issues resulting from such activities. The Prize may not be sold, traded, transferred, refunded, commissioned, or redeemed for cash value, and the Prize components may not be substituted. Any portion of the Prize not accepted by the winner will be forfeited. If the winner elects to take the trip without a guest, the components of the Prize will be awarded in increments/quantities suitable for the actual number of travelers and the winner will not receive any compensation or substitute/alternate Prize or prize component(s) for the same. The Prize and its prize component(s) cannot be combined/exchanged with any other offer. The Sponsor in its sole discretion may substitute the Prize and/or any prize component(s) with one of equal or greater value due to Prize and/or prize component(s) unavailability for any reason. Gift card(s), vouchers and or certificates cannot be exchanged/redeemed for cash or combined with any other offer and are subject to stated terms and conditions. The winner is solely responsible for all costs and expenses of the Prize not specified as included, including but not limited to: travel insurance; laundry service; spa treatments; meals; excursions; alcoholic beverages; local and long distance telephone calls or other communications; internet, wireless services; WiFi; mobile phone roaming fees; merchandise and souvenirs and/or incidental expenses; upgrades; travel documents; service charges; tips and gratuities; taxes and government fees; transportation between winner's home and the gateway airport or any other unspecified ground transportation; baggage fees; and all other costs and expenses not otherwise mentioned herein. Sponsor is not responsible for travel delays, cancellations, weather, or for any airline/hotel policies that may apply and subsequently prohibit or delay winner and/or his/her guest from partaking in the Prize. The winner and his/her guest must present a valid U.S. government-issued photo ID in order to partake in the Prize and meet any other identification or travel related requirements of the airline (in Sponsor's sole discretion). The winner or his/her guest must have/present at least one (1) major credit card in good standing in order to check-in to the hotel. The winner and his/her guest are solely responsible for obtaining all necessary travel documents including passports. Failure to provide such documents may result in Prize trip cancellation at the airport check-in. In order to comply with the REAL ID Act (<https://www.DHS.gov/Real-id>), adult travelers carrying driver's licenses from a select number of U.S. states may be required to present a valid U.S. passport to travel on a domestic commercial flight. The Sponsor reserves the right to award the Prize "as-is" and structure travel route in its sole discretion. The winner and his/her guest must travel together on the same itinerary. Once determined, no change, extension, re-scheduling, or substitution of the Prize trip dates is permitted, except by the Sponsor in its sole discretion. Once Prize travel has been confirmed, any cancellation, change fees or restructuring of the trip are the sole responsibility of the winner. Once the air travel tickets are issued, they are non-refundable, non-endorsable and non-transferable. The Prize restrictions/conditions/requirements stated herein are not all-inclusive and may be subject to additional restrictions/conditions/requirements, which will be stated in the Affidavit/Release (as described below) and/or additional travel or boarding related documents issued by the airline and/or hotel. If for any reason whatsoever, the winner is unable to travel after all arrangements have been booked and paid for, Sponsor shall have no further obligation to such winner and there shall be no compensation or Prize substitution if the winner and/or his/her guest are unable to take the scheduled trip by reason of illness, family emergency, personal events, terrorism, labor strikes, weather, or other acts beyond Sponsor's control. In the event that a prize component is not available during the time of the Prize trip for whatever reason, the remaining elements of the Prize shall constitute full satisfaction of Sponsor's prize fulfillment obligation to the winner and no additional compensation will be awarded in lieu thereof. Sponsor will not replace any lost or stolen tickets, travel vouchers, or certificates (if applicable). Prize notifications, documentation and travel itinerary (as applicable) will only be shipped to U.S. and D.C. addresses (excluding Utah). All federal, state and/or other tax liabilities (including, but not limited to, income taxes) arising from participation in the Sweepstakes or award of the Prize are the sole responsibility of the winner. The winner will receive an IRS Form 1099-MISC from Sponsor for the total ARV, as stated herein, of the Prize that such winner won in the calendar year he/she won. Any depiction of the Prize or prize components, in the Sweepstakes materials or otherwise, is for illustrative purposes only. The Sweepstakes Entities are not responsible for any cancellations, delays, diversions or substitutions, or any act or omission whatsoever with respect to the Prize. The Sweepstakes Entities 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. Final eligibility for the award of the Prize is subject to eligibility verification as set forth below.

- 4. Drawing, Notification and Verification of the Winner:** The winner will be randomly selected from among all eligible Entries received during the Sweepstakes Period on or about Monday, August 26, 2019 by the Sweepstakes Administrator, an independent compliance organization located in Burbank, CA. The potential winner will be notified by telephone and/or email based on the information associated with such potential winner's Entry Information. The Sweepstakes Administrator will exert a commercially reasonable effort to reach the potential winner within three (3) business days. Once reached, the potential winner will be required to answer a series of eligibility questions by the Sweepstakes Administrator conducted on the telephone prior to being deemed a potential winner. In addition, the potential winner will be required to complete, execute, have notarized, and return an original and unmodified Affidavit of Eligibility, a Liability Release and (as applicable) a Publicity Release (collectively, "**Affidavit/Release**"), an IRS Form W-9, and any other documentation that the Sponsor or Sweepstakes Administrator may require within five (5) business days after such potential winner's receipt of the Affidavit/Release. The potential winner's guest will also be required to execute and return an original unmodified Liability Release and (as applicable) Publicity Release (collectively, "**Guest Release**") and any other documentation that the Sponsor or Sweepstakes Administrator may require within five (5) business days after receipt by the potential winner. The potential winner will be provided a prepaid FedEx label for the return of the original Affidavit/Release and Guest Release. By completing and submitting an Affidavit/Release, the potential winner attests to the veracity of the provisions stated therein, including without limitation, compliance with these Official Rules. The potential winner will be disqualified if: (a) he/she cannot be reached within three (3) business days; (b) he/she is found to be ineligible; (c) he/she fails to return the Affidavit/Release and Guest Release within the required time period (as stated above); or (d) he/she does not otherwise comply with these Official Rules. In the event of such a disqualification, an alternate potential winner may be selected in Sponsor's sole discretion.
- 5. General Conditions:** The Sweepstakes is governed by these Official Rules and all applicable federal, state, and local laws. By participating, entrants agree to: (i) be bound by these Official Rules and the decisions of the Sponsor and the Sweepstakes Administrator, which are final and binding in all respects; (ii) waive any right to claim ambiguity with the Official Rules; and (iii) indemnify and hold harmless the Sweepstakes Entities from any and all claims, actions, injury, loss, damage or liability resulting or arising from the Sweepstakes. The Sponsor and/or prize supplier(s) are not responsible for any repercussions imposed if the winner or guest exhibit risky or disorderly conduct/behavior or does not comply with local laws, customs and regulations during a trip for any reason. Any personal information supplied by entrants and/or the winner will be treated in accordance with Sponsor's Privacy Policy located at www.disneyprivacycenter.com. Except where prohibited by law, entry and/or acceptance of the Prize constitutes permission for the Sweepstakes Entities and their respective designees to use an entrant's and/or the winner's name, address (city and state), photo, likeness, biographical information, statements, and voice for advertising/publicity/trade purposes worldwide (including posting on the Website) and in all forms of media now known or hereafter devised in perpetuity, throughout the universe, without further notice to or compensation in connection with the Sweepstakes or the Prize awarded. The Sponsor has the right to modify, edit, adapt, electronically alter, use, assign, and/or dispose of Entries however it sees fit and for any purpose without any notice or compensation to an entrant or any third parties. If, for any reason, the Sweepstakes is not capable of running as originally planned due to a virus, malware, bugs, worms or any other causes that impair the administration, security, fairness, or proper play of the Sweepstakes, the Sponsor, in its sole discretion, reserves the right to cancel, suspend, or modify the Sweepstakes, or any portion(s) thereof and, in the event of cancellation, to conduct the drawing, and/or award the Prize from all non-suspect eligible Entries received prior to and/or after (as appropriate) the action taken by the Sponsor or otherwise in a manner that is fair and equitable as determined by the Sponsor in its sole discretion. Notice of such action by the Sponsor will be posted on the Website as well as any applicable social media platforms. The Sponsor reserves the right, in its sole discretion, to disqualify any individual found to be tampering with the entry process or the operation of the Sweepstakes; or to be acting in violation of these

Official Rules; or to be acting in an unsportsmanlike or disruptive manner; or with intent to annoy, abuse, threaten or harass any other person. Any person attempting to defraud or in any way tamper with this Sweepstakes will be ineligible for the Prize and may be prosecuted to the full extent of the law. In case of a dispute over the identity of an entrant who submitted the winning Entry, the individual associated with the Member Account as determined by the Sponsor in its sole discretion will be deemed the entrant. Said person must comply with these Official Rules, be the person who completed the act of entering, and, in Sponsor's sole discretion, may be required to provide proof of ownership of the Member Account.

- 6. Disclaimers:** The Sweepstakes Entities are not responsible or liable for Entries that are entered by methods other than human means (such as by an automated computer program or any non-human mechanism, entity, bot, or device), in excess of the stated limit, or for Entries that are illegible, late, tampered with, forged, incomplete, misdirected, deleted, damaged, lost, misplaced, stolen, destroyed, dropped, inaccessible, corrupted, jumbled, or otherwise not in compliance with these Official Rules, and such Entries will be disqualified. Each entrant hereby releases each Sweepstakes Entity and its respective agencies, officers, directors, and employees or any other company or person(s) providing the Prize from any and all liability/responsibility with respect to: (a) such entrant's participation in the Sweepstakes (including, without limitation, any property loss, damage, personal injury, or death); (b) human error; (c) incorrect or inaccurate transcription of Member Account information and/or Entry Information; (d) acceptance/possession, use/misuse, and/or defects of the Prize (or prize component(s)) awarded herein; (e) typographical errors in the Sweepstakes promotional material; (f) fraudulent (including unauthorized) gift card uses made with lost, stolen, misplaced, or misappropriated gift card(s), incomplete (including inaccurate) gift card(s) database information and canceled gift card uses; (g) incompatibility with internet browsers, mobile, hand-held or tablet devices; (h) cancellations, delays and/or policies that may affect the travel of the winner/guest(s), any change by the air carrier(s), lodging facilities, or other company(ies) or any other person(s) providing any components of the Prize for the winner and his/her guests due to reasons beyond Sponsor's and/or Sweepstakes Entities' control; (i) any technical malfunctions of the telephone network, satellite, computer online system, computer dating mechanism, computer equipment, software, internet service provider; (j) interruption or inability by an entrant or the Sponsor/Sweepstakes Administrator to access the Sweepstakes, the Website, the Entry form, or any online service via the internet due to hardware or software compatibility problems; (k) any damage to entrants' (or any third person's) computer, mobile device and/or the contents of same related to or resulting from any part of the Sweepstakes or from entering or downloading materials/software in connection with the Sweepstakes; and (l) any lost/delayed data transmissions, omissions, interruptions, defects or any other errors or malfunctions even if caused by the negligence of one of the Sweepstakes Entities. Entrants hereby acknowledge that said Sweepstakes Entities have neither 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 component of the Prize, including express warranties provided exclusively by any prize supplier of any component(s) of such Prize that are sent or provided along with such Prize. Sweepstakes Entities shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience, or irregularity that may be caused by or have contributed to: (i) any wrongful, negligent or unauthorized act or omission on the part of a prize supplier (if applicable) or any of its agents, servants, employees, or independent contractors; (ii) any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Sponsor; or (iii) any other cause, condition, or event whatsoever beyond the control of the Sponsor or its parents, subsidiaries, and affiliated companies. The failure of the Sponsor to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, strike, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of the Sponsor (excepting compliance with applicable codes and regulations), or other "force majeure" event will not be considered a breach of these Official Rules.
- 7. Governing Law, Jurisdiction, Arbitration:** Any controversy or claim arising out of or relating to (i) the Sweepstakes, (ii) the awarding or redemption of the Prize, and/or (iii) the determination of the scope or applicability of these Official Rules or their enforcement or interpretation shall be governed by and construed in accordance with the substantive laws of the State of California without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws. Any controversy or claim arising out of or relating to this agreement, its enforcement, arbitrability or interpretation shall be

submitted to final and binding arbitration, to be held in Los Angeles County, California, before a single arbitrator, in accordance with California Code of Civil Procedure §§ 1280 et seq. The arbitrator shall be selected by mutual agreement of the Sponsor and the entrant or entrants bringing forth the controversy or claim which to the extent permissible must be brought individually and not as part of a class/group (collectively, the “**Parties**”) or, if the Parties cannot agree, then by striking from a list of arbitrators supplied by the American Arbitration Association or JAMS/Endispute. The arbitration shall be a confidential proceeding, closed to the general public. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator’s award is based. The Parties will share equally in payment of the arbitrator’s fees and arbitration expenses and any other costs unique to the arbitration hearing (recognizing that each side bears its own deposition, witness, expert and attorneys’ fees, and other expenses to the same extent as if the matter were being heard in court). Each entrant agrees that his/her claim will be resolved individually, exclusively by arbitration, without resort to any form of class action. Each entrant further agrees that any claim/judgment/award in such arbitration shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Sweepstakes, and in no event will entrants be permitted to obtain attorneys’ fees or other legal costs; and, under no circumstances, will an entrant be entitled to awards. Each entrant agrees to hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or increased. Should any term of this section be deemed by a tribunal of competent jurisdiction void, unenforceable or contrary to law, such term shall, but only to the extent necessary to bring this section within the requirements of law, be deemed to be severed from the other terms of these Official Rules, and the remainder of these Official Rules shall be given effect as if it had not included the severed term herein. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.**

- 8. Rules/Winner Information:** To receive a copy of the Official Rules or the Winner Information, send a self-addressed stamped envelope to: **The Real Summer Sweepstakes “Rules” or “Winner”** (specify which), **77 W. 66th Street, #1936, New York, NY 10023**. The Winner Information will be available after August 31, 2019. All requests must be received by October 25, 2019.
- 9. Sponsor:** American Broadcasting Companies, Inc., 77 West 66th Street, New York, NY, 10023.
- 10. Sweepstakes Administrator:** Enteractive Solutions Group, Inc., P.O. Box 7398, Burbank, CA 91510-7398. The Sweepstakes Administrator is not the supplier or guarantor of the Prize.

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