

PAY IT FORWARD 2019 SWEEPSTAKES - OFFICIAL RULES

I. NAME OF SPONSOR(S)

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

Mathis Brothers Furniture (the "**Prize Provider**")

II. ELIGIBILITY

NOTE: Because the Pay It Forward 2019 Sweepstakes (the "Sweepstakes") requires the entrant ("Entrant") to nominate a prize recipient ("Nominee"), the eligibility requirements for this Sweepstakes shall apply to both Entrants and Nominees.

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 at the time of entry. 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, Mathis Brothers Furniture, 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.

Entrants cannot nominate themselves, or their immediate family or household members.

III. HOW AND WHEN TO ENTER

NO PURCHASE NECESSARY.

The "**Entry Period**" for this Sweepstakes shall start at 6:00am PT on **Monday, October 7, 2019** and end at 11:59pm PT on **Sunday, October 13, 2019** ("**Entry Period**").

HOW TO ENTER: To enter the Sweepstakes, navigate the Internet to <http://abc7.com/> ("**Website**"), locate the Promotions section, and click on the "**Mathis Brothers Pay It Forward Sweepstakes**" image which will take you to the Sweepstakes home page. There you will find instructions on the appropriate and acceptable format(s) for submitting your entry electronically. 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, each Entrant 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 and your Nominee meet the eligibility requirements of this Sweepstakes and agree to these 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, and/or the Mathis Brothers Furniture Privacy Policy, available at <https://www.mathisbrothers.com/customer-service/privacy-security/privacy-policy.html>

To enter the Sweepstakes, each Entrant must provide Sponsor with the following:

- Entrant's contact information (i.e., phone number, residence address, and email address);
- Nominee's full name and city of residence;
- A photograph of Nominee ("**Photo**");
- An essay of less than One Thousand (1000) characters discussing why your Nominee deserves to win this Sweepstakes and receive brand new furniture from Mathis Brothers ("**Essay**").

A properly-submitted entry form, including the Photo and Essay, shall constitute one (1) valid "**Entry**" into the Sweepstakes. Limit one (1) Entry per person during the Entry Period, regardless of how many Member Accounts a person may have. For the avoidance of doubt, multiple Entrants may nominate the Nominee, subject to the eligibility requirements set forth in Section II (e.g., cannot nominate a family member or member of the same household). For the purposes of this Sweepstakes, a "day" is defined as beginning at 12:00 am (midnight) and ending the following 11:59 [**except for the first day of the Entry Period (October 7, 2019), which begins at 6am PT**]. Entries must be received during the Entry Period. Entries remain the property of Sponsor and will not be returned or acknowledged.

Sponsors, in their sole discretion, may disqualify any Entry that is deemed duplicative, inappropriate, illegal or offensive, or otherwise not considered valid, and such disqualified Nominees will not be eligible to win a prize.

You warrant and represent that all Entry materials submitted by you (i.e., Photo and Essay) are truthful and original to you (and not based on or derived from any other materials), that you own all necessary rights in and to the materials, which are fully transferable, and that you are not subject to any agreement which would interfere with your ability to grant all of the rights to be provided hereunder. Accordingly, you further warrant and represent that: 1) you have the right to enter into the Sweepstakes and grant the rights hereunder without the need for permission from or payment to any other party; and 2) the exercise of the rights set forth in these Official Rules by Sponsor will not violate any third-party rights and will not violate any contractual obligations or confidential relationships which you may have to or with any third party. Photo should not contain any third-party logos, brands, products, trademarks or copyrighted material or you may risk disqualification. This means that no one in your Photo should wear any clothing or hats containing third party logos or trademarks.

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 or associated Nominee 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. In the event of a dispute over an electronic Entry, prize(s) will be awarded to the Nominee submitted by the owner of the Member account. 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 <https://disneyprivacycenter.com/privacy-policy-translations/english>.

IV. HOW AND WHEN WINNERS WILL BE SELECTED AND NOTIFIED

Semi-Finals: A maximum of seventy-five (75) Entries, each for a different Nominee, will be selected in a random drawing on or about **OCTOBER 14, 2019**. If fewer than seventy-five (75) Entries are received as initial submissions, then all Entries during the Entry Period received shall constitute the "**Semi-Finalist Pool**".

From the Semi-Finalist Pool, ten (10) Nominees will be selected as Semi-Finalists by a panels of judges selected by the Sponsor. The Semi-Finalists will be scored by the Judges on the following criteria: Most Compelling Story (30%), Worthiness of the Nominee (40%), and Degree to Which the Nominee Would Benefit from the Prize (30%). In the event of a tie, the Nominee who scores higher in the "Worthiness of the Nominee" category will advance as a Semi-Finalist.

Finals: On or about **OCTOBER 16, 2019**, a new panel of judges designated by Sponsor shall select three (3) of the Semi-Finalists to become Finalists for the Grand Prize.

To determine the three (3) Finalists, the same scoring criteria and tie-breaker method as described above for the Semi-Finalist selections.

On or about **OCTOBER 17, 2019**, the three (3) Entrants who nominated each of the Finalists will be contacted by Sponsor via the phone number or email listed on the Entrant's Member account. If deemed eligible in Sponsor's sole discretion, Sponsor will coordinate with the Finalist Entrants and Nominees to send a KABC TV crew to an agreed-upon location in the DMA to videotape the Finalist Entrants and Nominees sharing their "Pay It Forward" story. If for any reason an Entrant and/or Nominee are not available or are not willing to be available for the taping, Sponsor may, in its sole discretion, disqualify said Finalist and another Finalist will be selected (time permitting) using the judging criteria set forth above.

On or about **OCTOBER 18, 2019**, one (1) Grand Prize winner will be selected via random drawing from the eligible Finalists. The two (2) remaining Finalists shall be declared Runner-Up Prize winners (as further described below).

The two (2) Runner-Up Prize Winners will be announced on or about **OCTOBER 28 – OCTOBER 30, 2019**. The Grand Prize winner will be announced on or about **NOVEMBER 1, 2019**. All

prize winners are scheduled to be announced on-air during the ABC7 Eyewitness News broadcast on or about 6:00am Pacific Time.

Decisions of the judges are final as to all Sweepstakes-related matters. The odds of winning a prize depend on the total number of valid Entries received. Limit one (1) prize per person/household. Potential Semi-Finalists and Finalists will be contacted at the email or phone number listed in the Entrant's submitted entry materials. Failure to respond to the initial verification phone call and/or email within forty-eight (48) hours after initial notification or return of the email notification as undeliverable after two (2) attempts may result in disqualification and the selection of an alternate Semi-Finalist/Finalist. Potential prize 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**"). Potential winners may be required to submit to a background check, if Sponsor so requires in its sole discretion. If a potential prize 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 any prize notification or prize is returned as non-deliverable, if a potential winning Entrant and/or Nominee 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, such prize may be forfeited and the potential winning Entrant and Nominee may be disqualified without compensation of any kind and an alternate winner may be selected in a random drawing (time permitting) from the remaining selection pool, as set forth above.

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(S)

Grand Prize: One (1) Finalist shall receive a \$10,000 Mathis Brothers Furniture gift card, including assistance from a personal shopper, and a check for \$3,000 to assist in the payment of any tax liability imposed on the winner in conjunction with the prize (collectively, the "**Grand Prize**").

Runner-Up Prizes: The two (2) runner-up Finalists will each receive a \$1,000 Mathis Brothers gift card, plus an additional check for \$300 to assist in the payment of any tax liability imposed in conjunction with the prizes (each, a "**Runner-Up Prize**").

The actual retail value of the Grand Prize is \$13,000.

The actual retail value of each Runner-Up Prize is \$1,300.

Total retail value of all prizes awarded: \$15,600

All prizes are subject to terms and conditions of the Prize Provider. All expenses not specifically provided for herein are the winner's sole responsibility. Some restrictions may apply. GIFT CARDS DO NOT INCLUDE SERVICES, CONSTRUCTION, RENOVATIONS OR ALTERATIONS.

Federal, state and local taxes, if any, are the sole responsibility of the winners, who will receive an IRS Form 1099 reflecting the final actual value of any prize valued at \$600 or more.

Prizes may not be sold, traded, transferred, or refunded. Prizes are not redeemable for cash. Sponsor will not replace any lost, mutilated or stolen gift certificates.

The personal shopper portion of the Grand Prize is also subject to availability. Sponsor is not responsible for cancellation or preemption of the shopper's services for other circumstances that make it impractical or impossible to fulfill this element of the Grand Prize. This element of the Grand Prize has no ARV, and if it becomes impractical or impossible to fulfill this element, Sponsor's only obligation will be to provide the remainder, if any, of the Grand Prize.

VI. RELEASES

By participating, Entrants and Nominees 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 and Nominees agree to release Sponsor, ABC Holding Company, Inc., Mathis Brothers Furniture, 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, 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.

By submitting entry materials, Entrants certify that such materials are original and created Entrant, that Entrants have the necessary rights, permission and authority to submit such materials, and, if applicable, that Entrants maintain a valid copyright in the materials. Entrants and Nominees acknowledge that such materials may be included and/or discussed in a broadcast, that such discussion may include statements or opinions by the broadcast talent or others about the Entrant/Nominee, their appearances and or the materials, and that those statements or opinions may be considered surprising, humiliating, embarrassing, derogatory, defamatory or otherwise offensive or injurious to them. Entrants and Nominees release the Released Parties from any actions, claims, injury, loss or damage alleged caused, directly or indirectly, by any use of the materials and/or such statements or opinions made in connection with them during a broadcast.

To claim prizes, winners must: (a) provide proof of age, identity and residence; and (b) sign and return affidavit of eligibility/compliance with Official Rules and publicity/liability release and indemnification.

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 (or Nominee affiliated with such 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 a list of winners, send a self-addressed, stamped envelope to: *Pay It Forward 2019 Sweepstakes*, 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 for at least thirty (30) days after winner(s) are notified or announced.